

REDACTED – FOR PUBLIC INSPECTION

December 2, 2014

VIA ELECTRONIC FILING

Marlene H. Dortch, Secretary
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, D.C. 20544

**Re: *Applications of Comcast Corporation, Time Warner Cable Inc.,
Charter Communications, Inc., and SpinCo for Consent to Assign or Transfer
Control of Licenses and Authorizations, MB Docket No. 14-57***
REDACTED – FOR PUBLIC INSPECTION

Dear Ms. Dortch:

In an effort to keep the Commission updated, Comcast Corporation (“Comcast”) and Charter Communications, Inc. (“Charter”) hereby submit the following executory agreements related to services to be performed by Comcast and Charter on behalf of Midwest Cable, Inc. (“Midwest Cable,” to be named “GreatLand Connections Inc.” after the closing of the Divestiture Transactions): (1) the Charter Services Agreement (“CSA”) between Midwest Cable and Charter (Exhibit A); (2) the Transition Services Agreement (“TSA”) between Comcast and Midwest Cable (Exhibit B); and (3) various Statements of Work (“SOWs”) that collectively form Schedule A of the TSA and detail the specific services to be performed by Comcast on behalf of Midwest Cable under the TSA (Exhibit C).

Exhibit C has been designated as Highly Confidential pursuant to the Modified Joint Protective Order in effect in this proceeding.¹ Enclosed herewith is the redacted, public version of this submission. The unredacted, Highly Confidential version of this submission was filed today under separate cover.

¹ *Applications of Comcast Corp. and Time Warner Cable Inc. for Consent to Assign or Transfer Control of Licenses and Authorizations*, Second Amended Modified Joint Protective Order, MB Docket No. 14-57, DA 14-1639 (Nov. 12, 2014) (“Modified Joint Protective Order”).

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If you have any questions or require further information, please do not hesitate to contact us.

Respectfully submitted,

/s/ Kathryn A. Zachem

Senior Vice President,
Regulatory and State Legislative Affairs
Comcast Corporation

/s/ Catherine Bohigian

Executive Vice President,
Government Affairs
Charter Communications, Inc.

Enclosures

EXHIBIT A

CHARTER SERVICES AGREEMENT

DATED AS OF [●], 201[●]

BY AND BETWEEN

MIDWEST CABLE, INC.

AND

CHARTER COMMUNICATIONS OPERATING, LLC

CHARTER SERVICES AGREEMENT

CHARTER SERVICES AGREEMENT (this “Agreement”), dated as of [●], 201[●], by and between Midwest Cable, Inc., a Delaware corporation (“GreatLand” and, together with its Subsidiaries receiving the Services, “Recipients”), and Charter Communications Operating, LLC, a Delaware limited liability company (“Charter” and, together with its Affiliates providing the Services, “Providers”).

RECITALS

WHEREAS, Comcast Corporation (“Comcast”) and GreatLand have entered into a Contribution, Separation and Spin-Off Agreement, dated as of [●], 2014 (the “Separation Agreement”), pursuant to which, subject to the terms and conditions set forth therein, Comcast and its Subsidiaries have contributed to GreatLand and its Subsidiaries all of Comcast’s and its Subsidiaries’ right, title and interest in certain cable systems located in Alabama, Georgia, Illinois, Indiana, Kentucky, Michigan, Minnesota, Ohio, Tennessee, Virginia and Wisconsin (such contributed cable systems, the “GreatLand Systems”) and assets primarily related to the GreatLand Systems, and GreatLand and its Subsidiaries have assumed liabilities primarily related to the GreatLand Systems;

WHEREAS, in accordance with the Separation Agreement, as of the date of this Agreement (the “Spin-Off Date”), 100% of the issued and outstanding shares of common stock of GreatLand have been distributed as a pro rata dividend to the shareholders of Comcast, with the effect that GreatLand has been spun-off (the “Spin-Off”) from Comcast, and Comcast has ceased to have an equity interest in GreatLand;

WHEREAS, immediately following the Spin-Off, in accordance with the Agreement and Plan of Merger, dated as of [●], 2014 (the “Merger Agreement”), to which GreatLand and Charter’s parent, Charter Communications, Inc. (“CCF”) are each parties, (i) [CHARTER MERGER SUB], a Delaware corporation and direct wholly owned subsidiary of CCH I, LLC, a Delaware limited liability company and indirect wholly owned subsidiary of CCI (CCH I, LLC being referred to herein as “New Charter”) has merged with and into CCI and (ii) [GREATLAND MERGER SUB], a [Delaware] limited liability company and direct wholly owned subsidiary of New Charter has merged with and into GreatLand (the “Mergers”);

WHEREAS, as a result of the Spin-Off and the Mergers, (i) New Charter owns a minority interest in GreatLand and (ii) New Charter and GreatLand are separate and independent publicly-traded companies;

WHEREAS, following the Spin-Off and the Mergers, Comcast will provide certain operational support services to Recipients on a transitional basis pursuant to the Transition Services Agreement, dated as of [●], 2014 (the “Comcast Transition Services Agreement”), to which Comcast and GreatLand are each parties;

WHEREAS, following the Spin-Off and the Mergers, in order to maximize efficiencies, GreatLand will provide certain field technical operational support services to Charter and its Subsidiaries where the Charter and GreatLand markets are contiguous pursuant to the GreatLand

Services Agreement, dated as of the date hereof (the “GreatLand Services Agreement”), to which GreatLand and Charter are each parties; and

WHEREAS, the parties desire that, following the Spin-Off and the Mergers, Recipients obtain from Providers the services described in Section 1.2 and Recipients compensate Providers for the performance of such services on the basis described in Article II.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be bound legally, agree as follows:

ARTICLE I.

ENGAGEMENT AND SERVICES

Section 1.1 Engagement of Providers; Standard for Services.

(a) *Engagement of Providers.* GreatLand hereby engages Providers to provide to each Recipient that executes a written joinder to this Agreement the services described in Section 1.2, under the overall authority and supervision of Recipients (collectively, the “Services”), primarily with respect to and for the benefit of one or more of the GreatLand Systems located in Alabama, Georgia, Illinois, Indiana, Kentucky, Michigan, Minnesota, Ohio, Tennessee, Virginia and Wisconsin and certain operations of Recipients, and Providers accept such engagement, subject to and upon the terms and conditions of this Agreement. GreatLand will cause each Recipient to execute and deliver to Charter a written joinder agreeing to comply with the terms of this Agreement. Providers will commence the Services on the Spin-Off Date or, with respect to services that are provided by Comcast under the Comcast Transition Services Agreement, on the date upon which Comcast ceases to provide such services.

(b) *Standard for Services.* Providers, in providing Services, will at all times provide such services to or for the benefit of Recipients in accordance with the following standards:

(i) Providers will provide the Services substantially in the same manner that such services are conducted by Providers for the benefit of their own and their Affiliates’ cable systems and operations (the “Charter Systems”); and

(ii) Service levels for each Service, on any relevant date, will be no less than average service levels for such Service, as conducted by Providers for the benefit of the Charter Systems for the 12-month period ending on such date and, in any event, will be no less than average service levels for such Service, as conducted by Providers for the benefit of the Charter Systems for the 12-month period ending December 31, 2014; *provided, however*, that the foregoing service levels will not apply to any Service to the extent (A) Comcast is providing a service under the Comcast Transition Services Agreement in lieu of such Service, (B) the migration of such Service has not been completed (as measured on a service area-by-service area

basis), as contemplated under the Joint Migration Plan entered into under the Comcast Transition Services Agreement (“Migrating Services”), (C) a unique operating strategy impacting such Service or a modification to such Service, in each case requested by GreatLand, applies or (D) the terms of the Joint Migration Plan (as defined in the Comcast Transition Services Agreement) with respect to any service provided by Comcast under the Comcast Transition Services Agreement adversely impact Charter’s ability to provide such level of Service to the extent such terms were not consented to by Charter in writing.

(iii) With respect to Migrating Services, Providers will use the same level of efforts to provide, and to complete the migration of, such Services as Providers or their Affiliates are using to provide, and to complete the migration of, the corresponding services with respect to cable systems and operations acquired by Providers or their Affiliates pursuant to the Exchange Agreement and the Asset Purchase Agreement; *provided* that the foregoing will not require Providers to prioritize the migration of any Services; and *provided, further* that Providers will not be responsible for the actions, decisions, or omissions of the “SpinCo Transition Manager” (as defined in the Comcast Transition Services Agreement).

(c) *Information Rights.* To assist Recipients in the review and monitoring of such service levels, following the Spin-Off Date, Providers will provide to Recipients reports describing the key operating metrics of the Services provided to Recipients in substantially the same form and at the same time as Providers provide such reports to Charter’s Chief Operating Officer with respect to the Charter Systems. In addition, to the extent not earlier provided to Recipients, on the date hereof, Providers will provide to Recipients such reports describing the key operating metrics for each Service as conducted by Providers for the benefit of the Charter Systems during the 12-month period ending December 31, 2014.

Section 1.2 Services to be Provided to Recipients.

(a) Schedule 1.2 sets forth the Services that Charter will provide as of the Spin-Off Date (or, with respect to the Services provided by Comcast under the Comcast Transition Services Agreement, on the date upon which Comcast ceases to provide such services under the Comcast Transition Services Agreement). Without limiting the foregoing, but subject to the limitations expressly set forth in this Agreement, Providers also agree:

(i) subject to Section 1.2(d)(i), to be responsible for the negotiation of any and all agreements, leases, contracts, documents and other instruments necessary or convenient for the provision of the Services (the “Service Agreements”);

(ii) to provide the Services in material compliance with Applicable Law, including the Communications Act of 1934, as amended (the “Communications Act”), and all rules and regulations promulgated by the Federal Communications Commission (the “FCC”) thereunder, requirements of state public utilities commissions, and the terms and provisions of the Service Agreements, the Video Programming Services Agreements (as defined below), the Vendor Agreements (as defined below) and any other agreements or arrangements to which Providers, Recipients or any of their respective Affiliates are parties, including the franchises of the GreatLand Systems, and without infringing in any material respect the intellectual property rights of any Third Parties; and

(iii) to promptly notify Recipients to the extent they become aware of (A) any proceedings instituted by any Third Party (including any Governmental Authority) relating to any GreatLand System or conduct of business through any GreatLand System that could give rise to a material liability or performance obligation of Recipients (and use their commercially reasonable efforts to promptly notify Recipients to the extent they become aware of any other proceeding instituted by any Third Party relating to any GreatLand System or conduct of business through any GreatLand System), (B) any notice of material default under, or material violation of, any material governmental authorization or material agreement relating to any GreatLand System or conduct of business through any GreatLand System, and (C) any controversy, dispute or proceeding that is pending or threatened and that may result in material liability to Recipients or could otherwise have a material adverse effect on any GreatLand System or conduct of business through any GreatLand System, in each case, arising from or related to the Services.

(b) *Additional Services.* At any time, and from time-to-time, after the Spin-Off Date, if GreatLand identifies and requests (i) a service that (x) was not included in Schedule 1.2 (other than because Providers and Recipients agreed that such service would not be provided under this Agreement) and (y) is reasonably required in connection with GreatLand's operation of its business through the GreatLand Systems or (ii) a modification of an existing Service (any such additional services or modifications, the "Additional Services"), then Providers will consider such request in good faith and will provide such Additional Services at GreatLand's expense under the terms of this Agreement unless Providers lack the technical ability to provide such Additional Services or, in Providers' sole reasonable judgment, the disruption to the orderly operation of Providers' own business activities resulting from the provision of such Additional Service outweighs the benefits to GreatLand from the provision of such Additional Service (including benefits associated with responding to competitive threats and local market dynamics). *By way of example and not limitation, a programming lineup change or competitive pricing offer within a local market that is consistent with programming restrictions and is designed to enhance Recipients' competitive position would be expected to meet the foregoing standard and be provided by Provider, while a restructuring or degradation of a product service level or value proposition marketed under Providers' brand that will, in Providers' reasonable judgment, devalue such brand may not.* Notwithstanding the foregoing, this Section 1.2(b) will not limit Providers' obligation to provide any Services specifically contemplated by this Agreement, including with respect to Programming Management Services and Services provided under the Termination Date Migration Plan.

(c) *Changes to Services.* Providers will not make any changes to the Services that have a material impact on the nature, scope or quality of products or services provided to subscribers of the GreatLand Systems without reasonable prior notice to, and consultation with, GreatLand.

(d) *Ultimate Control Over Services.* Notwithstanding anything in this Agreement to the contrary, GreatLand, its board of directors and its executive management team will at all times own and exercise ultimate control over, including the overall authority and supervision of, the conduct of its business and operation of the GreatLand Systems, including with respect to any Services. A Recipient will be the franchisee, licensee and permittee, as applicable, of all authorizations of any nature whatsoever issued by any Governmental Authority

in connection with the operation of the GreatLand Systems. Recipients will retain ultimate responsibility for compliance with all laws (including rules and regulations of the FCC and the terms of the Communications Act) applicable to the GreatLand Systems. Providers have no authority to take any action that would cause (or to elect not to take any action the effect of which failure to act would be to cause) (i) an impermissible transfer or change in control under the franchises of the GreatLand Systems or (ii) an impermissible transfer of an FCC license or other governmental authorization held by a Recipient. Providers agree to comply with the instructions of Recipients or their designated representatives to the extent reasonably necessary for Recipients to remain in compliance with Applicable Law relating to the GreatLand Systems. Without limiting the foregoing, Charter will:

(i) obtain the approval of GreatLand prior to entering into any Service Agreement or other arrangement pursuant to this Agreement that would reasonably be expected to involve aggregate consideration payable by Recipients in excess of \$5,000,000 over any 12-month period, other than Video Programming Services Agreements and Vendor Agreements;

(ii) obtain the approval of GreatLand prior to engaging in any transaction or entering into any Service Agreement or other arrangement pursuant to this Agreement between or on behalf of any Recipient, on the one hand, and any Provider, on the other hand; and

(iii) beginning 90 days after the Spin-Off Date, present to GreatLand an estimate of the expected volume and actual economic cost for the provision of the Services (a “Cost Estimate”) for the next succeeding three fiscal months and thereafter, for the remainder of the year in which the Spin-Off occurs Charter will present to GreatLand a Cost Estimate for each successive three-fiscal month period prior to the first day of each such period. Following the year in which the Spin-Off occurs, Charter will present to GreatLand a Cost Estimate no later than 30 days prior to the beginning of each fiscal year, for the provision of the Services for that year. Charter will, in good faith, provide GreatLand earlier drafts of the annual Cost Estimate, as available. GreatLand will, within ten business days of receipt of any Cost Estimate, either (A) approve the Cost Estimate as submitted or (B) request that Charter make reasonable changes specified with appropriate detail by GreatLand. GreatLand and Charter will work in good faith to agree to a Cost Estimate submitted by Charter and approved by GreatLand. Charter may revise such Cost Estimate from time-to-time, as circumstances require; *provided* that GreatLand approves any such revisions to any Cost Estimate.

(e) *Inventory Management Services.* To the extent that Providers provide inventory management services, including warehousing, to Recipients, Providers will exercise ordinary diligence and care in the handling and protection of all equipment, inventory and other goods of Recipients held by Providers in its warehouses (the “Goods”), which diligence and care will be consistent with the diligence and care exercised by Charter in the handling and protection of its own inventory of similar value. Providers will take all steps as may reasonably be necessary to put their employees and Third Parties on notice that Providers are not the sole owners of all personal property located at such facilities and have no ownership interest in the Goods. Providers agree, from time to time, to execute and deliver, or cause to be executed and delivered, such additional certificates or documents, and take all such actions, as Recipients may reasonably request for the purpose of confirming Recipients’ interests in the Goods, including

executing and authorizing the filing of financing statements, as bailee. Except as set forth in this Section 1.2(c), Recipients are solely responsible for taking such actions as are necessary to provide adequate public notice of their interest in the Goods, and Providers will have no liability to Recipients in the event that Providers' creditors attach, seize or otherwise create an encumbrance upon any of the Goods, except as a result of Providers' bad faith or willful misconduct.

(f) *Procurement Services.* The Services will include procurement services in accordance with this Section 1.2(f). Charter will negotiate and enter into agreements with vendors to provide goods, services, and licenses (other than Video Programming Services) that apply to both the Charter Systems and to the GreatLand Systems (collectively, "Vendor Agreements"). Subject to the terms of this Section 1.2(f), Charter will include the GreatLand Systems within the terms of Charter's Vendor Agreements on the same basis as the Charter Systems to the extent that Charter has or obtains such rights; *provided* that Charter will give GreatLand reasonable notice prior to entering into any Vendor Agreement that includes a minimum purchase or minimum licensing requirement binding on GreatLand, which notice will include a copy of such Vendor Agreement (or if not available, a summary of the material terms of such Vendor Agreement), and GreatLand may opt out of any such Vendor Agreement, except to the extent that GreatLand has existing purchase or licensing obligations thereunder that were accepted or affirmed by GreatLand or established consistent with the notice and opt-out provisions contained in this proviso. If Charter determines, in the good faith exercise of its reasonable judgment, that it is necessary to obtain rights for Recipients to purchase goods and services or obtain licenses directly under any Vendor Agreement (whether such Vendor Agreements are existing on the date hereof or are entered into by Charter after the date hereof), then Charter will use commercially reasonable efforts to obtain and maintain such rights. For the avoidance of doubt, however, Providers have no obligations under this Agreement to agree to any change in the terms of any agreement between Providers and any Vendors as such terms apply to the Charter Systems, regardless of whether Recipients accept such terms with respect to the GreatLand Systems. If reasonably requested by Charter (on an agreement-by-agreement basis), Recipients will execute written undertakings in connection with any Vendor Agreement whereby Recipients will agree to (i) comply with the terms of such Vendor Agreement, as applicable to purchases by or for Recipients under such Vendor Agreement, (ii) make direct payment of, and be responsible as the primary obligor for, any consideration payable to the vendor under such Vendor Agreement for goods or services purchased by or for Recipients, and (iii) agree to fulfill any purchase commitment made in writing with respect to the GreatLand Systems. Charter will keep GreatLand reasonably and timely informed regarding the material terms of Vendor Agreements or proposed Vendor Agreements with respect to the GreatLand Systems.

(g) *Programming Management Services.* The Services will include programming management services in accordance with this Section 1.2(g). Charter will have the ultimate decision-making authority regarding negotiating and entering into agreements with suppliers of video programming services ("Video Programming Services") to provide Video Programming Services that apply to both the Charter Systems and to the GreatLand Systems, including retransmission consent agreements for broadcast television stations (collectively, "Video Programming Services Agreements"), and will provide management, billing, and

collection services to Recipients in connection with Recipients' receipt of Video Programming Services. If requested by Charter (on an agreement-by-agreement basis), Recipients will execute written undertakings in connection with any Video Programming Services Agreement whereby Recipients will agree to (i) comply with the terms of the Video Programming Services Agreement, as applicable to Recipients' purchases under such Video Programming Services Agreement, (ii) make direct payment of, and be responsible as the primary obligor for, any consideration payable to the vendor under such Video Programming Services Agreement for Video Programming Services purchased by or for Recipients, and (iii) agree to fulfill any deployment commitment they make in writing with respect to such Video Programming Services Agreement. Providers will not charge Recipients any markup on pass-through of any consideration payable to the vendor under such Video Programming Services Agreements. Charter will provide to GreatLand a summary of material terms and conditions in advance of entering into any Video Programming Services Agreements that would be binding upon GreatLand in a manner consistent with the same information provided to the Charter CEO. Charter will reasonably consider GreatLand's input as it relates to material terms and carriage provisions, including local franchise considerations and market-specific carriage needs, and will further provide to GreatLand the material terms of Video Programming Services Agreements in order for GreatLand to comply with the obligations under such agreements as contemplated by this Agreement with respect to the Systems (e.g., net effective rates, carriage and tiering requirements). Subject to Section 1.2(b), regarding limitations on the provision of Additional Services, GreatLand will have the decision-making authority regarding the selection, packaging, pricing and distribution of Video Programming Services on the GreatLand Systems (subject to compliance with the terms of the Video Programming Services Agreements applicable to the GreatLand Systems).

(h) *Transition Manager.* GreatLand will designate an officer of GreatLand as the "SpinCo Transition Manager" as defined in the Comcast Transition Services Agreement, which officer will initially be Michael Willner or his designee. GreatLand will cause the SpinCo Transition Manager to reasonably coordinate with Charter for the purpose of supporting an orderly transition from Comcast under the Comcast Transition Services Agreement to Providers under this Agreement. Without limiting the foregoing, (i) in the event that, and to the extent that, the Joint Migration Plan (as defined in the Comcast Transition Services Agreement) with respect to any Transition Services (as defined in the Comcast Transition Services Agreement) that will be replaced by Services to be provided by Providers under this Agreement is referred to the respective senior officers of Comcast and GreatLand for discussion as contemplated by the Comcast Transition Services Agreement, GreatLand will allow an officer of Charter designated by Charter, which officer will initially be John Bickham, Chief Operating Officer of Charter, to participate in such discussion, and (ii) GreatLand will not consent to any amendment to the Comcast Transition Services Agreement, including any Statement of Work or Joint Migration Plan entered into thereunder, or cause or permit the early termination or extension of any of the foregoing, to the extent such amendment, early termination or extension would have an adverse effect that is material on Charter or its provision of Services under this Agreement, in each case without Charter's express written consent, which consent will not be unreasonably withheld, conditioned, or delayed.

(i) *Trademark License.* Charter will cause CCI or its Affiliate to execute and deliver to GreatLand, and GreatLand will execute and deliver to CCI or its Affiliate, that Trademark License attached as Exhibit A (the “Trademark License”), under which CCI or its Affiliate will license certain marks to Recipients for use in connection with its business conducted through the GreatLand Systems.

(j) *Branding.* Any GreatLand products targeted to GreatLand customers and bearing a Charter brand name will be co-branded with GreatLand’s brand name in such a manner that it is reasonably evident to the consumer of such products that Recipients are the parties providing services to the consumer.

Section 1.3 Contractual or Legal Restrictions. In the event there are contractual or legal restrictions on the provision of the Services, Providers and Recipients will act reasonably and in good faith to negotiate alternative arrangements.

Section 1.4 Books and Records. Providers will maintain separate books and records, in reasonable detail in accordance with their standard business practices, with respect to the provision of Services pursuant to this Agreement, including records supporting the computation of the Allocated Expenses and Out-of-Pocket Costs pursuant to Article II (collectively, “Supporting Records”). Providers will provide to Recipients, and their duly authorized representatives, agents, and attorneys, reasonable access to the Supporting Records during business hours upon request after reasonable advance notice.

Section 1.5 GreatLand Bank Accounts; Segregated Cash. GreatLand will have and maintain one or more bank accounts in its own name, which will be under the sole dominion and control of GreatLand. In addition, Providers will ensure that all cash received by Providers for the account of Recipients is segregated from all cash of Providers and is clearly designated as cash belonging to Recipients, and Providers will not employ, or permit any other Person to employ, such cash in any manner except for the benefit of Recipients, and Recipients will maintain ultimate authority and responsibility to manage the in-flow and out-flow of Recipients’ cash, including all payments under this Agreement.

ARTICLE II

COMPENSATION

Section 2.1 Allocated Compensation and Expenses.

(a) GreatLand and Recipients will pay to Charter the Allocated Expenses directly related to providing the Services to Recipients, which, in the case of Services provided from a common location to both Providers and Recipients (such as a call center or technical facility), will be allocated between Providers and Recipients on an appropriate proportional basis (based on, for example, number of customers, calls, or work orders, as appropriate based on the nature of the particular Services), all in a manner reasonably determined by Charter and agreed by GreatLand.

(b) Charter and GreatLand will review and evaluate the Allocated Expenses for reasonableness on such regular periodic basis, as they may agree during the Term, and upon any material modification of the Services and will negotiate in good faith to reach agreement on any appropriate adjustments to the Allocated Expenses based on such review and evaluation.

Section 2.2 Cost Reimbursement; Taxes.

(a) In addition to (and without duplication of) the amounts payable pursuant to Section 2.1, GreatLand and Recipients will reimburse Providers for all direct out-of-pocket costs that relate solely to the GreatLand Systems, with no markup (“Out-of-Pocket Costs”), reasonably incurred by Providers in performing the Services on behalf of Recipients (e.g., third-party expenses paid by Providers, regulatory fees, and miscellaneous expenses that are incurred by Providers or the Provider Attributed Resources in the conduct of the Services). The Out-of-Pocket Costs will be paid monthly in arrears in accordance with the payment procedures set forth below.

(b) All Taxes on the provision of the Services (other than Excluded Taxes of Providers) will be borne by GreatLand and Recipients, regardless of when assessed (including any tax that Recipients are required to withhold or deduct from payments to Providers, which amounts will not reduce the amounts Providers will receive, net of such taxes). If Providers are required to collect or pay over any such Taxes in connection with the provision of such Services, Providers will separately identify such Taxes on the invoice and provide such other information with respect thereto as Recipients may reasonably request, and GreatLand and Recipients will promptly pay such amount to Providers. The cost reimbursements set forth in this Agreement for the Services do not include any such Taxes. Notwithstanding anything in this Agreement to the contrary, in no event will Providers be responsible for the payment of any Taxes imposed upon the sale of goods or services by Recipients to their customers or Excluded Taxes of Recipients, and GreatLand and Recipients will indemnify and hold Providers harmless for all Losses incurred by Providers with respect to such Taxes.

Section 2.3 Payment Procedures.

(a) Beginning nine months following the Spin-Off Date, GreatLand and Recipients will pay the Allocated Expenses, by wire or intrabank transfer of funds or in such other manner specified by Charter to GreatLand, including as an offset against any payments or reimbursements then payable to Recipients under the GreatLand Services Agreement, as follows:

(i) On or about the first day of each calendar month, Charter will provide to GreatLand an invoice, in advance, for the estimated Allocated Expenses for such month. Invoices may reflect separately stated charges for each Service and each jurisdiction where the Services are delivered, and will separately state all taxes imposed on the Services. Such amount will be paid to Charter within 15 days after receipt by GreatLand of such invoice.

(ii) Within 30 days following the end of each fiscal quarter, Charter will determine the actual Allocated Expenses, in arrears, for such fiscal quarter, and will adjust the next monthly invoice provided under Section 2.3(a)(i) to reflect the difference between the actual quarterly Allocated Expenses and the estimated amounts previously invoiced with respect

to such quarter. To the extent the Allocated Expenses and taxes for any fiscal quarter were less than invoiced and paid during such fiscal quarter, Charter will pay the balance of the difference to GreatLand, and GreatLand will be entitled to deduct from any obligations it owes to Charter any amount of such difference not paid by Charter.

(b) Charter will provide to GreatLand an invoice promptly after the end of each calendar month for the Out-of-Pocket Costs (and for the first nine months following the Spin-Off Date, for the Allocated Expenses) for such month and provide reasonable documentation related to such amounts, including, in the case of Out-of-Pocket Costs, supporting documentation in reasonable detail consistent with Charter's own expense reimbursement policy; *provided, however*, that Charter may separately invoice GreatLand at any time for any single Out-of-Pocket Cost incurred by Providers on Recipients' behalf in an amount equal to or greater than \$500,000. Invoices may reflect separately stated charges for each Service and each jurisdiction where the Services are delivered. Any amounts invoiced to GreatLand will be paid to Charter within 15 days after receipt by GreatLand of such invoice. The first monthly payment due under this Section 2.3 for Allocated Expenses will be pro-rated for the period between the Spin-Off Date and the end of the calendar month in which the Spin-Off Date occurs.

(c) In the event that GreatLand disputes any portion of any invoice, GreatLand must timely pay the undisputed portion of the invoice and submit a written basis for such dispute in reasonable detail and, to the extent available, with supporting documentation (the "Dispute Notice"). All Dispute Notices must be submitted to Providers within 90 days of the due date of the applicable invoice. Any amount that is timely disputed by GreatLand will be resolved according to the following procedures, provided that the parties will use commercially reasonable efforts to resolve all disputed items in an efficient manner that minimizes disruption to the Services, the parties and their respective businesses and employees:

(i) first, GreatLand and Charter will negotiate in good faith for the purpose of resolving the dispute within the 30-day period following the date of receipt of the Dispute Notice (the "Initial Resolution Period");

(ii) second, in the event that the parties fail to resolve the dispute within the Initial Resolution Period, the dispute will be referred to the respective chief financial officers of GreatLand and New Charter or such other member of senior management designated by the chief financial officer, along with all relevant documentation and information relating thereto to enable the chief financial officers or such designees to negotiate in good faith for the purpose of resolving such dispute within an additional ten-day period (the "Additional Resolution Period"); and

(iii) third, in the event that the chief financial officers or such designees fail to mutually resolve the dispute within the Additional Resolution Period, either party may thereafter refer the dispute to a national accounting firm that is mutually acceptable to GreatLand and Charter, such acceptance not to be unreasonably withheld or delayed, and which the parties agree will be the exclusive means for resolution of such dispute; *provided* that if the parties are not able to agree upon a national accounting firm, each of GreatLand and Charter will direct its independent auditors to jointly select a national accounting firm to resolve the dispute, in either case acting in its capacity as a financial expert, not as an arbitrator (the firm selected pursuant to

this Section 2.3(c)(iii), the “Referee”). GreatLand and Charter will submit their respective calculation of the disputed amounts to the Referee and instruct the Referee to make its determination within 20 days after the date such matter is submitted to the Referee, and Charter and GreatLand agree that the Referee’s determination will be final and binding upon the parties, *provided* that the Referee may not assign a value to any disputed amount that is outside the range of values for such disputed amount claimed by the parties in their submissions to the Referee. To the extent the Referee determines a disputed amount in favor of Charter, GreatLand will promptly pay the amount determined to be due together with accrued interest as described in Section 2.5. To the extent the Referee determines a disputed amount in favor of GreatLand and such determination requires the refund of amounts previously paid by GreatLand to Charter, Charter will promptly pay the amount determined to be due together with accrued interest from the date of payment by GreatLand as described in Section 2.5. The Referee will not have the power to award any injunctive relief or specific performance, but may award money damages only. The expenses of the Referee incurred in connection with such determination will be borne 50% by GreatLand and 50% by Charter.

Section 2.4 Services Fee.

(a) Each fiscal quarter during the Term, as compensation for (i) Recipients’ ability to purchase Video Programming Services under Provider’s Video Programming Services Agreements for the benefit of the GreatLand Systems, (ii) Recipients’ ability to purchase goods and services under Provider’s Vendor Agreements for the benefit of the GreatLand Systems, and (iii) the Trademark License (collectively, the “Services Fee Consideration”), GreatLand and Recipients will pay to Charter, in arrears, a fee equal to quarterly Gross Revenues multiplied by 4.25% (the “Services Fee”). For the fiscal quarter during which the Term commences and the fiscal quarter during which the termination of this Agreement occurs and any Transition Period (as defined below), the Services Fee will be proportionately reduced to reflect the actual number of days during such fiscal quarter falling during the Term (or Transition Period, as applicable) relative to the total number of days during such fiscal quarter. The term “Gross Revenues” means the gross revenues of Recipients arising out of or in connection with the GreatLand Systems, determined in accordance with generally accepted accounting principles, and calculated in a manner consistent with GreatLand’s financial reporting, but excluding the effect of any payments from Charter and its Affiliates to GreatLand under the GreatLand Services Agreement and any payments from Comcast and its Affiliates to GreatLand under the Comcast Transition Services Agreement.

(b) As promptly as practicable, and in any event no later than ten days after the end of each fiscal quarter, GreatLand will report its Gross Revenues for such fiscal quarter to Charter. Charter will determine the Services Fee for such quarter and provide to GreatLand an invoice in such amount. In the event that Charter disputes GreatLand’s calculation of Gross Revenues, Charter will invoice GreatLand in an amount equal to the Gross Revenues for such fiscal quarter as reported by GreatLand *multiplied by* 4.25%, and GreatLand and Charter will follow the procedures set forth in Section 2.3(c) to resolve such dispute and finally determine the Services Fee for such fiscal quarter. GreatLand will pay the invoiced amount to Charter, by wire or intrabank transfer of funds or in such other manner specified by Charter to GreatLand, within 15 days after receipt by GreatLand of such invoice.

Section 2.5 Interest Accrual. Subject to the provisions in Section 2.3(c) with respect to disputed amounts, any payments not made when due under this Article II will bear interest from the due date of the applicable invoice to the date of payment at a rate equal to the three-month LIBOR rate as reported in the London Interbank Offered Rates column of *The Wall Street Journal*, as reported at www.wsjonline.com (the “LIBOR Rate”) on the Spin-Off Date *plus* 3%; *provided* that the interest rate will reset every three calendar months based on the then-current LIBOR Rate on the first day of such period (or, if such reset date is not a business day, then the LIBOR Rate so published on the preceding business day). Any payments determined by a Referee to be payable to either Charter or GreatLand, as applicable, pursuant to Section 2.3(c)(iii) will be subject to interest accrual as described in the foregoing sentence.

Section 2.6 Survival. The terms and conditions of this Article II will survive the expiration or earlier termination of this Agreement. Without limiting the foregoing, Providers may continue to invoice Recipients for Allocated Expenses and Out-of-Pocket Costs after the termination of this Agreement promptly after such amounts are determined until all amounts are invoiced and paid; provided that Providers will endeavor to provide Recipients with notice of any amounts that are expected to be invoiced after the Term as Providers become aware of such amounts.

Section 2.7 Joint and Several Liability. All payment obligations of GreatLand and Recipients under this ARTICLE II will be joint and several.

ARTICLE III

TERM

Section 3.1 Term Generally. The term of the Services under this Agreement will commence on the Spin-Off Date and will continue until the third anniversary of the Spin-Off Date (the “Initial Term”). This Agreement will automatically renew for successive one year renewal periods thereafter (each, a “Renewal Term”) unless either party provides written notice of its intent not to renew at least one year prior to the expiration of the then-current Term. The Initial Term and any Renewal Terms may be referred to collectively as the “Term.” This Agreement is subject to termination prior to the end of the Term in accordance with Section 3.3.

Section 3.2 Discontinuance of Select Services. At any time during the Term, subject to Section 3.3(f), GreatLand may elect to discontinue obtaining any Service from Providers upon written notice to Charter if (x) Charter or any of its Affiliates is in material breach or default of its covenants and agreements under Sections 1.1 or 1.2 of this Agreement with respect to such Service and fails to cure such breach or default within 45 days after written notice of such breach or default is delivered to Charter, (y) such breach or default results in a material and continuing adverse effect on such Service and (z) there is a reasonable basis to believe that such breach or default will continue or recur. In such event, this Agreement will remain in effect for the remainder of the Term with respect to those Services that have not been so discontinued. No discontinuation of any Services pursuant to this Section 3.2 will be deemed to reduce or result in an abatement of any portion of the Services Fee.

Section 3.3 Termination.

(a) This Agreement may be terminated prior to the expiration of the Term in the following events:

(i) by GreatLand, at any time subject to Section 3.3(f), if Charter or any of its Affiliates is in material breach or material default of its covenants and agreements under this Agreement and fails to cure such breach or default within 45 days after written notice of such breach or default is delivered to Charter, provided that GreatLand is not also in material breach or material default under this Agreement. For purposes of this Section 3.3(a)(i), the parties agree that a “material breach or material default” will be limited to Providers’ gross negligence or intentional misconduct in the provision of the Services that results in a material and continuing adverse effect on the business conducted through the GreatLand Systems, as a whole, there is a reasonable basis to believe that such gross negligence or intentional misconduct will continue or recur, and Providers are not undertaking good faith efforts to cure.

(ii) by Charter, at any time subject to Section 3.3(f), (A) if GreatLand or any of its Affiliates is in material breach or material default of its covenants and agreements under this Agreement (other than payment default) and fails to cure such breach or default within 45 days after written notice of such breach or default is delivered to GreatLand, provided that Charter is not also in material breach or material default under this Agreement, or (B) if GreatLand defaults on its payment obligations under Article II and fails to cure such default within 20 days after written notice of such default is delivered to GreatLand. The parties agree that the failure to pay an amount that is subject to a dispute in accordance with the procedures set forth in Section 2.3 will not be deemed a payment default under this Section 3.3(a)(ii).

(iii) by Charter or GreatLand immediately upon written notice (or at any later time specified in such notice) by such party to the other party if a Change in Control occurs with respect to GreatLand; or

(iv) upon the mutual written agreement of the parties.

(b) For purposes of this Section 3.3, (i) a “Change in Control” will be deemed to have occurred with respect to GreatLand if a merger, consolidation, share exchange, acquisition, tender offer or similar transaction (each, a “Transaction”), or series of related Transactions, involving GreatLand occurs unless immediately following such Transaction or series of related Transactions the stockholders of GreatLand immediately prior to such transaction beneficially own (x) directly or indirectly through one or more intermediaries, 50% or more of the voting power of the outstanding voting securities of and 50% or more of the economic interest in GreatLand and each other Person of whom GreatLand is then a direct or indirect Subsidiary, (y) existing members of the GreatLand board of directors comprise a majority of the board of directors of the surviving entity (and any Person of whom GreatLand is then a Subsidiary), and (z) immediately following such transaction no Person or group (within the meaning of Section 13(d)(3) of the Exchange Act) other than New Charter or any Affiliate of New Charter, beneficially owns, directly or indirectly, more than the Threshold Percentage of the total voting power of the outstanding voting securities of, or of the total economic interests in, GreatLand or any other Person of whom GreatLand is then a direct or indirect Subsidiary,

(ii) “Threshold Percentage” means a percentage equal to the percentage of GreatLand’s outstanding voting securities beneficially owned by New Charter immediately after the relevant Transaction, disregarding the impact of any sales or other dispositions by New Charter of any GreatLand voting securities owned by New Charter as of the Spin-Off Date (other than mandatory sales or other dispositions pursuant to a Transaction that was not executed by New Charter), (iii) “Exchange Act” means the U.S. Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder, and (iv) “beneficial ownership” has the meaning of such term under the Exchange Act.

(c) In order to provide Recipients with a reasonable period during which to transition the provision of the Services to themselves or Third Party providers following termination of this Agreement by Charter or GreatLand pursuant to Section 3.3(a)(i), 3.3(a)(ii), or 3.3(a)(iii) or expiration of this Agreement pursuant to Section 3.1, or following discontinuation of any Service by GreatLand pursuant to Section 3.2, at GreatLand’s election, following such termination, expiration or discontinuation Providers will continue to provide, in accordance with Article I, any Services requested by GreatLand (or, in the case of discontinuation of any Service by GreatLand pursuant to Section 3.2, such Service) for a reasonable period of time (not less than one year in the case of termination pursuant to Section 3.3(a)(i), Section 3.3(a)(ii)(A) or Section 3.3(a)(iii) or discontinuation pursuant to Section 3.2), unless the parties agree otherwise. Any period after termination or expiration of this Agreement, or after discontinuation of any Service by GreatLand during which Providers continue to provide Services to Recipients pursuant to this Section 3.3(c) is referred to as a “Transition Period.” During any Transition Period, any Allocated Expenses and Out-of-Pocket Costs incurred by Providers in the provision of Services and the Services Fee will continue to accrue and become payable in accordance with Section 2.1 and Section 2.2.

(d) During any Transition Period (and during any period following delivery by either party of written notice of its intent not to renew this Agreement pursuant to Section 3.1), (x) the Services provided by Providers will include assistance transitioning the provision of the applicable Services to Recipients or Third Party providers on mutually acceptable terms and (y) promptly following the start of any such period, Recipients and Providers will mutually develop a joint migration plan for moving the applicable Services to policies, practices, services and systems maintained by Recipients or their designees (the “Termination Date Migration Plan”).

(i) In the event that the parties fail to agree on the Termination Date Migration Plan with respect to any Service within 60 days following the start of any Transition Period or of any period following delivery by either party of written notice of its intent not to renew this Agreement pursuant to Section 3.1, the Termination Date Migration Plan with respect to such Service will be referred to the respective senior officers of Charter and GreatLand designated on Schedule 3.3(d). In the event that such officers fail to mutually resolve the Termination Date Migration Plan with respect to any Service within an additional 30-day period, either Charter or GreatLand may submit the Termination Date Migration Plan with respect to such Service, on an Service-by-Service basis, to an industry expert with expertise and qualifications to decide the matter at issue and who is mutually acceptable to Charter and GreatLand (an “Expert”), which the parties agree will be the exclusive means for resolution of such dispute; *provided* that if the parties are not able to agree upon such an expert with respect to

any Service, each of GreatLand and Charter will select such an expert and the two experts so selected will jointly select a third expert so qualified to determine the issue and such third expert will be deemed an “Expert” hereunder. GreatLand and Charter will instruct any Expert to make its determination within 20 days after the date that a Termination Date Migration Plan with respect to any Service is submitted to such Expert and agree that such determination will be final and binding upon the parties; *provided* that such Expert will be required to choose between the proposals of Charter and GreatLand in the resolution of the Termination Date Migration Plan with respect to any Service and may not adopt a proposal that has not been submitted by either Charter or GreatLand or modify either such proposal; *provided, further*, that such Expert will decide between the proposals submitted by Charter and GreatLand based on the commercial reasonableness of such proposals in light of their potential disruption to customers’ services, the respective burdens on Providers and Recipients and the parties’ objectives of completing the migration expeditiously. The expenses of any such Expert incurred in connection with any such determination will be borne equally by Charter and GreatLand. In the event any Termination Date Migration Plan is subject to the escalation process set forth in this Section 3.3(d)(i), (i) the parties will continue to work to complete the migration of all applicable Services (including those covered by the Termination Date Migration Plan that is subject to such escalation process) to Recipients or Third Party providers to the extent reasonably possible during the pendency of such escalation process and (ii) the Transition Period with respect to the Services covered by such Termination Date Migration Plan will be extended to the extent necessary to account for the actual delay in the activities contemplated by such Termination Date Migration Plan attributable to the failure to reach agreement on such Termination Date Migration Plan during the pendency of such escalation process.

(ii) Providers and Recipients will act reasonably and in good faith to effect the migration of each Service as set forth in the Termination Date Migration Plan. Providers and Recipients each will provide to the other party reasonable access to their respective employees to the extent necessary to effectuate the Termination Date Migration Plan.

(e) Upon termination of this Agreement under Section 3.3(a)(ii) or 3.3(a)(iii), the Services Fee will continue to accrue and become payable in accordance with Section 2.4 for the duration of the then-current Term, as in effect on the date immediately prior to such termination or for the duration of any applicable Transition Period, whichever is longer. In addition, upon termination of this Agreement for any reason, each party will remain liable to the other for any required payment accrued prior to the termination of this Agreement.

(f) Notwithstanding any of the foregoing, neither party may terminate this Agreement for material breach (other than a payment default), and GreatLand may not discontinue any Service pursuant to Section 3.2, except in accordance with the dispute resolution procedure set forth in Section 7.6.

(g) The termination of this Agreement by Charter or GreatLand under Section 3.3(a) or the expiration of this Agreement under Section 3.1 will not impact the provision of services under the GreatLand Services Agreement, which will continue subject to the terms of such agreement.

Section 3.4 Suspension of Services.

(a) Upon the failure of GreatLand to make any payment required under this Agreement within 30 days of the due date (other than payments that have been disputed in accordance with Section 2.3(c)), Providers will be entitled, on ten days' prior written notice to GreatLand, to suspend performance of the Services, subject to applicable law, until all undisputed payments due Providers under this Agreement have been paid.

(b) Upon the occurrence of a Bankruptcy Event with respect to any Recipient, Providers may, upon written notice to GreatLand, suspend all Services provided to such Recipient indefinitely, unless the court in the applicable Bankruptcy Proceeding issues first day orders that (i) direct such Recipient to pay all amounts due and payable to Providers by such Recipient as of the filing of such Bankruptcy Proceeding as a critical supplier as promptly as possible (but in any event no less than 15 days of the commencement of the Bankruptcy Proceeding) and, in fact, such payment is made; and (ii) direct such Recipient to pay to Providers, as administrative expense priority claims, all post-petition amounts owed to Providers by such Recipient under this Agreement in the ordinary course of business during the pendency of such Bankruptcy Proceeding and, in fact, such payment is made. No suspension of any Services under this Section 3.4 will be deemed to reduce or result in an abatement of any portion of the Services Fee, and for the avoidance of doubt the Gross Revenues for purposes of determining the Services Fee will continue to include the Gross Revenues of such Recipient.

(c) For purposes of this Section 3.4, a "Bankruptcy Event" will be deemed to have occurred with respect to a party upon such party's insolvency, general assignment for the benefit of creditors, voluntary commencement of any case, proceeding, or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution, or consolidation of such party's debts under any law relating to bankruptcy, insolvency, or reorganization, or relief of debtors, or seeking appointment of a receiver, trustee, custodian, or other similar official for such party or for all or any substantial part of such party's assets (each, a "Bankruptcy Proceeding"), or the involuntary filing against such party of any Bankruptcy Proceeding that is not dismissed within 60 days after such filing.

(d) In the event Charter seeks relief from the automatic stay ("Stay Relief Motion") imposed by 11 U.S.C. § 362(a) based on the breach of the covenants or failure of the conditions described in this Section, GreatLand, on behalf of itself and all other Recipients, hereby (i) stipulates to and will not oppose such Stay Relief Motion and will not encourage or assist any other party in opposing such Stay Relief Motion; or (ii) will consent to the payment of adequate protection payments in advance each month, in the amounts due under this Agreement, to satisfy all of their post-petition payment obligations under this Agreement. The parties hereby agree that, in the absence of such immediate adequate protection payments by the Recipients, Charter will not be adequately protected and will face an unreasonable risk of damage to its financial and business interests.

ARTICLE IV

PERSONNEL AND EMPLOYEES FOR SERVICES

Section 4.1 Personnel to Provide Services.

(a) Providers will make available to Recipients, on a non-exclusive basis, the appropriate personnel to perform the Services.

(b) GreatLand acknowledges that:

(i) any officer, employee or consultant of any Provider that provides Services to Recipients (a “Provider Attributed Resource”) may also be providing services (A) to Comcast and its Affiliates, on a transitional basis; and (B) to Providers in his or her capacity as an officer, employee or consultant of a Provider; and

(ii) Providers may elect, in their discretion, to utilize independent contractors rather than officers, employees or consultants of Providers to perform some or all of the Services for Recipients from time to time, and such independent contractors will be deemed included within the definition of “Provider Attributed Resources” for all purposes of this Agreement.

(c) The Provider Attributed Resources will at all times work under the direction and control of Providers, and Providers will remain ultimately responsible for ensuring that the obligations of Providers with respect to the nature, scope and quality of the Services are satisfied with respect to any Services performed by Provider Attributed Resources, including independent contractors.

Section 4.2 Providers as Payor. The parties acknowledge and agree that Providers, and not Recipients, will be solely responsible for the payment of salaries, wages, benefits (including health insurance, retirement, and other similar benefits, if any) and other compensation applicable to all Provider Attributed Resources; *provided, however*, that Recipients are responsible for the payment of the Allocated Expenses in accordance with Sections 2.1(a) and 2.3. Providers will be responsible for the payment of all federal, state, and local withholding taxes and other such employment related taxes as are required by law with respect to the compensation of all Provider Attributed Resources. Recipients will cooperate with Providers, at Providers’ expense, to facilitate Providers’ compliance with applicable federal, state, and local laws, rules, regulations, and ordinances applicable to the employment of all Provider Attributed Resources.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

Section 5.1 Representations and Warranties of Charter. Charter represents and warrants to GreatLand as follows:

- (a) Charter is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware.
- (b) Charter has the power and authority to enter into this Agreement and Providers have the power and authority to perform their obligations under this Agreement, including provision of the Services.
- (c) No Provider is subject to any contractual or other legal obligation that materially interferes with its full, prompt, and complete performance under this Agreement.
- (d) The individual executing this Agreement on behalf of Charter has the authority to do so.

Section 5.2 Representations and Warranties of GreatLand. GreatLand represents and warrants to Charter as follows:

- (a) GreatLand is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware.
- (b) GreatLand has the power and authority to enter into this Agreement and Recipients have the power and authority to perform its obligations under this Agreement.
- (c) No Recipient is subject to any contractual or other legal obligation that materially interferes with its full, prompt, and complete performance under this Agreement.
- (d) The individual executing this Agreement on behalf of GreatLand has the authority to do so.

ARTICLE VI

INDEMNIFICATION; LIMITATION OF LIABILITY

Section 6.1 Indemnification.

- (a) Charter (“Provider Indemnitor”) will indemnify, defend, and hold harmless Recipients and each of their respective Affiliates, officers, directors, employees and agents, successors and assigns (collectively, the “Recipient Indemnitees”), from and against any and all Actions, judgments, Liabilities, losses, costs, damages, or expenses, including reasonable counsel fees, disbursements, and court costs (collectively, “Losses”, which Losses will in no event include special, indirect, incidental, punitive or consequential damages, in each case except to the extent required to be paid to a Third Party), that any Recipient Indemnatee may incur, to

the extent arising from or out of, or relating to (i) any material breach of this Agreement by Providers or (ii) any gross negligence, willful misconduct, or material violation of any applicable law by Providers in connection with this Agreement; ***PROVIDED, HOWEVER, THAT, EXCEPT IN THE CASE OF LOSSES RESULTING FROM THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR MATERIAL VIOLATION OF ANY APPLICABLE LAW BY ANY PROVIDER, THE TOTAL LIABILITY OF PROVIDERS UNDER THIS SECTION 6.1(a) WILL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT ACTUALLY PAID AND PAYABLE TO PROVIDERS BY RECIPIENTS PURSUANT TO ARTICLE II THROUGH THE DATE ON WHICH SUCH INDEMNITY IS MADE.***

(b) GreatLand (“Recipient Indemnitor”) will indemnify, defend, and hold harmless Providers and each of their respective Affiliates, officers, directors, employees and agents, successors and assigns (collectively, the “Provider Indemnitees”), from and against any and all Losses that any Provider Indemnitee may incur, to the extent arising from or out of, or relating to the ownership or operation of the GreatLand Systems, including Losses arising from the provision of the Services, in each case except to the extent such Losses result from any material breach of this Agreement, gross negligence, willful misconduct, or material violation of any applicable law by Providers.

Section 6.2 Indemnification Procedures.¹

(a) *Procedures Relating to Indemnification of Third-Party Claims.* Promptly after receipt by a Recipient Indemnitee or a Provider Indemnitee (an “Indemnitee”) of written notice of the assertion or the commencement of any Action by a Third Party or the imposition of any penalty or assessment for which indemnity may be sought under Section 6.1(a) (a “Third Party Claim”), if such Indemnitee intends to seek indemnity pursuant to this ARTICLE VI, the Indemnitee will give written notice of such Third Party Claim (a “Claim Notice”) to the party from whom indemnification is sought pursuant hereto (the “Indemnitor”) stating the nature, basis and the amount thereof, to the extent known, along with copies of the relevant notices and documents (including court papers) evidencing such Third Party Claim and the basis for indemnification sought and otherwise in reasonable detail and thereafter will keep the Indemnitor reasonably informed with respect thereto. The failure to so notify the Indemnitor will not relieve the Indemnitor of its indemnification obligations hereunder, except to the extent such failure will have prejudiced the Indemnitor. The Indemnitor will have the right, exercisable by written notice to the Indemnitee within 30 days after receipt of a Claim Notice from the Indemnitee of the commencement or assertion of any Third Party Claim in respect of which indemnity may be sought under this ARTICLE VI, to assume and conduct the defense of such Third Party Claim in accordance with the limits set forth in this Agreement with counsel selected by the Indemnitor and reasonably acceptable to the Indemnitee; *provided, however*, that (x) the Third Party Claim does not relate to or arise in connection with any criminal Action; (ii) the Third Party Claim solely seeks (and continues to seek) monetary damages and/or equitable or corrective relief (with or without monetary damages, fines or penalties) which equitable relief would not reasonably be expected to materially and adversely affect the operations of (A) GreatLand or its Affiliates, if

¹ **Note to Draft:** Indemnification procedures and related provisions subject to change to conform to other long-form definitive agreements.

Charter is the Indemnitor or (B) Charter or its Affiliates, if GreatLand is the Indemnitor; (iii) the Person making such Third Party Claim is not a Governmental Authority with regulatory authority over the Indemnitee or any of its material assets; and (iv) the Indemnitor expressly agrees with the Indemnitee in writing to be fully responsible for all of the Losses that arise from the Third Party Claim unless material factors or circumstances not known to or reasonably foreseeable by the Indemnitor at the time of its assumption of the defense subsequently emerge and result in the Indemnitee not being entitled to such indemnification in accordance with the terms hereof (the conditions set forth in clauses (i) through (iv) are, collectively, the “Litigation Conditions”). If the Indemnitor does not assume the defense of a Third Party Claim in accordance herewith, the Indemnitee may continue to defend the Third Party Claim. So long as the Indemnitor has assumed the defense of the Third Party Claim in accordance herewith, (i) the Indemnitor will not be liable to the Indemnitee for any legal expenses subsequently incurred by the Indemnitee in connection with the defense thereof; *provided, however*, that if (x) any of the Litigation Conditions ceases to be met or (y) the Indemnitor fails to take reasonable steps necessary to defend diligently such Third Party Claim and such failure is not cured within 30 days of notice from the Indemnitee of such failure, the Indemnitee may assume its own defense, and the Indemnitor will be liable for all reasonable costs or expenses thereafter incurred in connection with such defense, (ii) the Indemnitee may retain separate co-counsel (not reasonably objected to by the Indemnitor) at its sole cost and expense (except where, in the reasonable judgment of the Indemnitee based on the advice of counsel, there exists an actual or potential conflict of interest between the Indemnitor and the Indemnitee with respect to such Third Party Claim, in which case at the Indemnitor’s expense) and participate in the defense of the Third Party Claim, it being understood that the Indemnitor will control such defense subject to clause (i) above, (iii) the Indemnitor will not (A) admit to any wrongdoing or (B) consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim to the extent such judgment or settlement provides for equitable relief, in each case, without the prior written consent of the Indemnitee (such written consent will not be unreasonably withheld or delayed) and (iv) all the Indemnitees will cooperate in the defense or prosecution thereof, including the retention and (upon the Indemnitor’s request) the provision to the Indemnitor of records and information that are reasonably relevant to such Third Party Claim, and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. If the Indemnitor assumes the defense of a Third Party Claim, the Indemnitee will agree to any settlement, compromise or discharge of a Third Party Claim that the Indemnitor may recommend and that (1) includes as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnitee of a complete release from all liability in respect of such Third Party Claim, and (2) does not impose injunctive or other nonmonetary equitable relief against the Indemnitee or its Affiliates, or their respective businesses. Whether or not the Indemnitor assumes the defense of a Third Party Claim, the Indemnitee will not file any papers, admit any liability with respect to, or consent to the entry of any judgment or enter into any settlement with respect to or otherwise compromise or discharge the Third Party Claim without the prior written consent of the Indemnitor, not to be unreasonably withheld, delayed or conditioned. The parties will use reasonable best efforts to minimize Losses from Third Party Claims and will act in good faith in responding to, defending against, settling or otherwise dealing with such claims. The parties will also cooperate in any such defense and give each other reasonable access to all information relevant thereto. For the avoidance of doubt, whether or not the Indemnitor has assumed the defense, such Indemnitor will not be obligated to indemnify the

Indemnatee hereunder for any settlement entered into or any judgment that was consented to without the Indemnitor's prior written consent (such written consent not to be unreasonably withheld, delayed or conditioned).

(b) *Procedures for Non-Third Party Claims.* The Indemnatee will promptly provide the Indemnitor with written notice of its discovery of any matter that does not involve a Third Party Claim if such Indemnatee intends to seek indemnity pursuant to this ARTICLE VI with respect to such matter, with such written notice stating the nature, basis and the amount thereof, to the extent known, along with copies of the relevant notices and documents (including court papers) evidencing such matter and the basis for indemnification sought and otherwise in reasonable detail. The failure to so notify the Indemnitor will not relieve the Indemnitor of its indemnification obligations hereunder, except to the extent such failure will have prejudiced the Indemnitor. The Indemnatee will reasonably cooperate and assist the Indemnitor in determining the validity of any claim for indemnity by the Indemnatee and in otherwise resolving such matters. Such assistance and cooperation will include the retention and (upon the Indemnitor's request) the provision to the Indemnitor of records and information that are reasonably relevant to such claim, and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. The Indemnatee will use reasonable best efforts to minimize Losses from claims in respect of which indemnity may be sought hereunder and will act in good faith in dealing with such claims.

Section 6.3 Determination of Indemnification Amounts and Related Matters.

(a) The Indemnitor will not be obligated to indemnify the Indemnatee with respect to any Losses to the extent of any proceeds received in connection with any such Losses by the Indemnatee under any Third Party insurance policy or from any other Third Party responsible therefor. The Indemnatee will use commercially reasonable efforts to claim and recover under such insurance policies and from such other Third Parties and the reasonable expenses incurred in connection therewith will be treated as Losses subject to indemnification hereunder.

(b) If the Indemnatee receives any amounts under applicable Third Party insurance policies, or from any other Third Party responsible for any Losses, subsequent to an indemnification payment by the Indemnitor in respect thereof, then such Indemnatee will promptly reimburse the Indemnitor for any payment made by such Indemnitor in respect thereof up to the amount received by the Indemnatee from such Third Party insurance policy or other Third Party, as applicable (net of reasonable expenses incurred in connection with the recovery thereof).

(c) Any indemnification amount pursuant to this ARTICLE VI will be paid taking into account any tax benefit actually realized and any tax cost incurred by the Indemnatee arising from the incurrence or payment of the relevant Losses.

Section 6.4 Exclusivity of Remedies. Providers and Recipients acknowledge and agree that (i) the indemnification provisions of this ARTICLE VI and (ii) the provisions of Section 7.16 will, in the absence of fraud, be the sole and exclusive remedies of the Provider Indemnitees and the Recipient Indemnitees, respectively, for any breach of this Agreement and

for any failure to perform or comply with any covenants or agreements contained herein. In furtherance of the foregoing, each party hereto hereby waives, on behalf of itself and its Subsidiaries, from and after the date hereof, any and all rights, claims and causes of action it may have against the other parties hereto arising under or based upon any Applicable Law or otherwise for any breach of this Agreement and for any failure to perform or comply with any covenants or agreements contained herein, except pursuant to (i) the indemnification provisions set forth in this ARTICLE VI, (ii) the indemnification provisions of the Tax Matters Agreement and (iii) the provisions of Section 7.16.

Section 6.5 Survival. The terms and conditions of this Article VI will survive the expiration or termination of this Agreement.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Defined Terms.

(a) The following terms will have the following meanings for all purposes of this Agreement:

“Action” means any demand, action, claim, allegation, assertion, suit, countersuit, litigation, arbitration, prosecution, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court, grand jury or other Governmental Authority or any arbitrator or arbitration panel.

“Affiliate” means, with respect to any Person, any other Person controlling, controlled by, or under common control with such first Person; with “control” for such purpose meaning the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or voting interests, by contract, or otherwise. Notwithstanding the foregoing, for purposes of this Agreement, no Provider will be deemed to be an Affiliate of any Recipient, or vice versa.

“Allocated Compensation” means the aggregate salary, bonus and health, retirement and other compensation and benefits, and employment taxes paid by Providers to their employees (other than, in all cases, equity-based compensation), in all cases without markup.

“Allocated Expenses” means the actual, economic cost of the Services to Providers, without markup, which will comprise, without duplication, (i) any direct costs incurred in providing the Services, other than Out-of-Pocket Costs and (ii) a portion of the Allocated Compensation for Provider Attributed Resources and other overhead expenses (including costs associated with office space, connectivity, licenses, setup, transition, integration, and termination expenses, management oversight, utilities, and maintenance for such Provider Attributed Resources) incurred in providing the Services (other than Services provided via the inclusion of Recipients under a Third Party contract, the costs of which will be reimbursed pursuant to Section 2.2), in all cases without markup and allocated in accordance with Section 2.1(a).

“Allocated Expenses” do not include any Allocated Compensation or overhead expenses associated with any Provider Attributed Resources who hold the office of Senior Vice President or above.

“Applicable Law” means, with respect to any Person, any federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person.

“Cable Subscriber Information” means information subject to the requirements of 47 U.S.C. § 551.

“Confidential Information” means any information marked, noticed, or treated as confidential by a party which such party holds in confidence, including all trade secrets, technical, business, or other information, including customer or client information, however communicated or disclosed, relating to past, present and future research, development and business activities.

“CPNI” means customer proprietary network information, as such term is defined in 47 U.S.C. § 222(h)(1).

“Employee Matters Agreement” means the Employee Matters Agreement between Comcast and GreatLand, dated the same date of this Agreement, as such agreement may be amended from time to time in accordance with its terms.

“Excluded Taxes” means any tax, assessment, levy, fee and charge imposed on or measured by net income or net profits (however denominated, including taxes measured on net worth or balance sheet), including penalties and interest.

“Governmental Authority” means any transnational, domestic or foreign federal, state or local governmental, regulatory or administrative authority, department, court, agency, commission or official, including any political subdivision thereof.

“Liabilities” means any and all debts, liabilities, commitments and obligations, whether or not fixed, contingent or absolute, matured or unmatured, direct or indirect, liquidated or unliquidated, accrued or unaccrued, known or unknown, and whether or not required by generally accepted accounting principles to be reflected in financial statements or disclosed in the notes thereto (other than taxes).

“Person” means any natural person, corporation, limited liability corporation, partnership, trust, unincorporated organization, association, Governmental Authority, or other entity.

“PII” of a party means personally identifiable information of current, former or prospective such party’s customers or employees, including names, addresses, telephone numbers, social security numbers, driver’s license numbers, and payment card/bank account information.

“Subsidiary” means, with respect to any Person, any entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at any time directly or indirectly owned by such Person.

“Taxes” means sales, telecom, use and other taxes, assessments, levies, fees, and charges, including penalties and interest, imposed by applicable taxing authorities or by any regulatory body.

“Tax Matters Agreement” means the Tax Matters Agreement dated the same date of this Agreement among Comcast, GreatLand and New Charter, as such agreement may be amended from time to time in accordance with its terms.

“Third Party” means a Person that is not a Recipient or a Provider or an Affiliate of any such party.

“Transaction Agreement” has the meaning set forth in the Separation Agreement.

(b) The following terms will have the meanings for all purposes of this Agreement set forth in the Section reference provided next to such term:

<u>Definition</u>	<u>Section Reference</u>
AAA	Section 7.6(a)
Additional Resolution Period	Section 2.3(c)(ii)
Additional Services	Section 1.2(a)
Agreement	Preamble
Arbitration Rules	Section 7.6(a)
Bankruptcy Event	Section 3.4(c)
Bankruptcy Proceeding	Section 3.4(c)
beneficial ownership	Section 3.3(b)
CCI	Recitals
Change in Control	Section 3.3(b)
Charter	Preamble
Charter Systems	Section 1.1(b)(i)
Claim Notice	Section 6.2(a)
Comcast	Recitals
Comcast Transition Services Agreement	Recitals
Communications Act	Section 1.2(a)(ii)
Cost Estimate	Section 1.2(b)(iii)
Dispute Notice	Section 2.3(c)
Exchange Act	Section 3.3(b)
Expert	Section 3.3(d)(i)
FCC	Section 1.2(a)(ii)
Goods	Section 1.2(c)
GreatLand	Preamble
GreatLand Services Agreement	Recitals

Definition**Section Reference**

GreatLand Systems	Recitals
Gross Revenues	Section 2.4(a)
Indemnatee	Section 6.2(a)
Indemnitor	Section 6.2(a)
Initial Resolution Period	Section 2.3(c)(i)
Initial Term	Section 3.1
LIBOR Rate	Section 2.5
Litigation Conditions	Section 6.2(a)
Losses	Section 6.1(a)
Merger Agreement	Recitals
Mergers	Recitals
Migrating Services	Section 1.1(b)(ii)
New Charter	Recitals
Obligor	Section 7.10
Out-of-Pocket Costs	Section 2.2(a)
Providers	Preamble
Provider Attributed Resource	Section 4.1(b)(i)
Provider Indemnitees	Section 6.1(b)
Provider Indemnitor	Section 6.1(a)
Recipients	Preamble
Recipient Indemnitees	Section 6.1(a)
Recipient Indemnitor	Section 6.1(b)
Referee	Section 2.3(c)(iii)
Renewal Term	Section 3.1
Separation Agreement	Recitals
Service Agreements	Section 1.2(a)(i)
Services	Section 1.1(a)
Services Fee	Section 2.4(a)
Services Fee Consideration	Section 2.4(a)
Spin-Off	Recitals
Spin-Off Date	Recitals
Stay Relief Motion	Section 3.4(d)
Subscriber Information	Section 7.15(c)
Supporting Records	Section 1.4
Term	Section 3.1
Termination Date Migration Plan	Section 3.3(d)
Third Party Claim	Section 6.2(a)
Threshold Percentage	Section 3.3(b)
Trademark License	Section 1.2(g)
Transaction	Section 3.3(b)
Transition Period	Section 3.3(c)
Vendor Agreements	Section 1.2(d)
Video Programming Services	Section 1.2(e)
Video Programming Services Agreement	Section 1.2(e)

Section 7.2 Entire Agreement; Third Party Beneficiaries. This Agreement, together with the applicable provisions of the Separation Agreement and the other Transaction Agreements and the exhibits, schedules and annexes hereto and thereto constitute the entire agreement between the parties hereto with respect to their subject matter and supersede all prior agreements and understandings, both oral and written, between the parties hereto with respect to that subject matter. Except for the indemnification provisions of ARTICLE VI, no provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the parties hereto and their respective successors and permitted assigns.

Section 7.3 Notices. Any notice, request or other communication to be given by any party hereto will be in writing and will be delivered (i) personally, (ii) by registered or certified mail, return receipt requested, postage prepaid, (iii) by overnight courier with written confirmation of delivery, (iv) by facsimile transmission with telephonic confirmation of error-free transmission, or (v) by electronic mail. Such notice will be delivered,

If to Charter to:

Charter Communications Operating, LLC
c/o Charter Communications, Inc.
400 Atlantic Street
Stamford, CT 06901
Attn: Rick Dykhouse (General Counsel)
Facsimile: (203) 564-1377
E-mail: rick.dykhouse@charter.com

with copies to:

Charter Communications, Inc.
12405 Powerscourt Drive
St. Louis, Missouri 63131
Attention: Thomas E. Proost (Deputy General Counsel)
Facsimile: (314) 965-6640
E-mail: tom.proost@charter.com

and:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: Steven A. Cohen
DongJu Song
Facsimile: (212) 203-2000
E-mail: SACohen@wlrk.com
DSong@wlrk.com

If to GreatLand to:

Midwest Cable, Inc.
[Address]
[Address]
Attn: Leonard Baxt
Facsimile: [facsimile number]
Email: leonard_baxt@comcast.com

with a copy to:

Cooley LLP
1299 Pennsylvania Avenue, NW
Suite 700
Attn: J. Kevin Mills
Facsimile: (202) 842-7899
Email: kmills@cooley.com

or to such other address or facsimile number as such party may hereafter specify for the purpose by notice to the other party. Any notice will be deemed given when so delivered personally or if sent by facsimile transmission, immediately after transmission confirmed by telephone, if mailed, on the date shown on the receipt therefor, or if sent by overnight courier, on the date shown on the written confirmation, *provided, however*, that all such notices, requests and other communications will be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. on a business day in the place of receipt, and if not delivered by such time any such notice, request or communication will be deemed to have been received on the next succeeding business day in the place of receipt.

Section 7.4 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Upon such a determination, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 7.5 Governing Law. This Agreement will be governed by and construed in accordance with the law of the State of Delaware, without regard to the conflicts of law rules of such state.

Section 7.6 Dispute Resolution.

(a) Except for temporary, preliminary and permanent claims for injunctive relief for breaches and threatened breaches by either party under Section 7.15 and specific enforcement claims made with respect to this arbitration provision under Section 7.6(d), each of

which may be brought in any court of competent jurisdiction, and except as expressly contemplated in Section 2.3(c) or Section 3.3(d), any claim or dispute between Charter (including any of its Affiliates) and GreatLand (including any of its Subsidiaries) that arises out of or relates to this Agreement or the Services, whether common law or statutory and including any derivative claim brought on behalf of any of them, will be referred to the respective senior officers of Charter and GreatLand designated on Schedule 3.3(d). In the event that such officers fail to mutually resolve the dispute within 30 days, either Charter or GreatLand may submit the dispute to binding arbitration under the Commercial Arbitration Rules, Procedures for Large, Complex Commercial Disputes, of the American Arbitration Association (“AAA”), as amended from time to time (the “Arbitration Rules”), under the authority of the Federal Arbitration Act, and such dispute may not be the subject of litigation in any forum. Charter and GreatLand agree that no arbitration or proceeding will be joined, consolidated, or combined with another arbitration or proceeding without the prior written consent of Charter, GreatLand and all parties to such arbitration or proceeding.

(b) Except as set forth in Section 7.6(a), each party, by signing this Agreement, voluntarily, knowingly and intelligently waives any rights such party may otherwise have to seek remedies in court or other forums, including the right to jury trial, and agrees that any proceedings to resolve or litigate any dispute, whether in arbitration, in court or otherwise, will be conducted solely on an individual basis, and that neither Charter nor GreatLand will seek to have any dispute heard as a class action, a representative action, a collective action, a private attorney-general action, or in any proceeding in which Charter or GreatLand acts or proposes to act in a representative capacity.

(c) The arbitration will be conducted only in New York, New York, and administered by the AAA. Any dispute involving an amount in dispute of less than \$5,000,000 will be conducted before a single arbitrator, and all other disputes will be conducted before a panel of three arbitrators. The arbitrator(s) will be selected in accordance with the following procedures: Within 15 days of submission of the unresolved controversy to arbitration, each party will notify the other party of its appointee. If either party fails to notify the other party of its appointee within such 15-day period, appointment of such party’s arbitrator will be made by the American Arbitration Association upon request of such other party. The persons so appointed will choose a third person, who will serve as the single arbitrator, for disputes involving amounts in dispute of less than \$5,000,000, or as president of the tribunal for other disputes, which tribunal will be comprised of such person and each party’s appointee. If the appointees fail to agree upon the choice of a single arbitrator or the president of the tribunal, as applicable, within 15 days from the appointment of the second appointee, such single arbitrator or the president of the tribunal will be appointed by the American Arbitration Association upon the request of the appointee or either of the parties. Each arbitrator will be selected from the American Arbitration Association’s National Roster, will possess relevant expertise and will be independent of, and have no material relationship with, either party.

(d) Subject to Section 7.6(f), the arbitrator(s) will have full authority to order specific performance and award damages and other relief available under this Agreement or applicable law, but will have no authority to add to, detract from, change or amend the terms of

this Agreement or existing law. Except as contemplated by Section 7.15(b), neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration conducted under this Section 7.6 without the prior written consent of both parties. The arbitrator(s) will deliver a written ruling with findings of fact. The decision of the arbitrator(s) will be final and binding, and judgment on the award by the arbitrator(s) may be entered in any court of competent jurisdiction.

(e) In any arbitration conducted under this Section 7.6, consistent with the expedited nature of arbitration, each party will, upon the written request of the other party, promptly provide the other with copies of documents on which the producing party may rely in support of or in opposition to any claim or defense. Any dispute regarding discovery, or the relevance or scope thereof, will be determined by the arbitrator(s), which determination will be conclusive. No depositions or additional discovery will be allowed without the consent of the parties to the arbitration.

(f) In connection with any arbitration proceeding, each party will submit in writing to the arbitrator(s) (with a copy simultaneously delivered to the other party) no later than 60 days after selection of the single arbitrator or the president of the tribunal, as applicable, or such later date to which the parties agree in writing, its proposed resolution of the unresolved controversy, together with an explanation supporting its proposal. If the arbitrator(s) determine that additional information is necessary, they will, by written notice to both parties, request such information from one or both parties and establish a reasonable time period (not to exceed 60 days) for the submission of such information (and each party requested to provide information will deliver such information and any associated response to the arbitrators and the other party at the same time). The arbitrator(s) will also have the right to request that the parties make oral presentations regarding the unresolved controversy, in which case each party will be afforded a full and equal opportunity to be heard.

(g) The arbitrator(s) will, based on this Agreement, the written submissions and oral presentations described in the preceding paragraph and their own independent expertise, make their determination as to the unresolved controversy. The arbitrators will make their determination as to the unresolved controversy as promptly as possible, but in no event later than 60 days after the submission of the parties' resolutions (and responses to any arbitrator requests for information) to the arbitrators, and Charter and GreatLand will cooperate and take all actions necessary to facilitate the arbitrators' resolution of the unresolved controversy within this timeframe, it being understood that, even if Charter or Comcast does not so cooperate, the arbitrator(s) will nonetheless be required to render their decision within the 60-day timeframe contemplated by this sentence.

<p>(h) This submission and agreement to arbitrate will be specifically enforceable.</p>

(i) The arbitrator(s) will award all expenses of arbitration (including reasonable attorneys' fees and all costs of the arbitration, including the arbitrator fees) to the party prevailing on all or substantially all of its claims and defenses or as the arbitrators may determine is just and reasonable. The arbitrator(s) will have no authority to award consequential,

incidental, punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute.

Section 7.7 Interpretation. The words "hereof", "herein" and "hereunder" and words of like import used in this Agreement will refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and will be ignored in the construction or interpretation hereof. References to Articles, Sections, Exhibits and Schedules are to Articles, Sections, Exhibits and Schedules of this Agreement unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit or Schedule, but not otherwise defined therein, will have the meaning as defined in this Agreement. Any singular term in this Agreement will be deemed to include the plural, and any plural term the singular. Whenever the words "include", "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. "Writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any statute will be deemed to refer to such statute as amended from time to time and to any rules or regulations promulgated thereunder. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. References to "law", "laws" or to a particular statute or law will be deemed also to include any Applicable Law.

Section 7.8 Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement will become effective when each party hereto will have received a counterpart hereof signed by the other party. Until and unless each party hereto has received a counterpart hereof signed by the other party, this Agreement will have no effect and neither party will have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication). Electronic or facsimile signatures will be deemed to be original signatures.

Section 7.9 Expenses. Except as specifically provided otherwise in this Agreement or any other Transaction Agreement, all costs and expenses incurred in connection with the transactions contemplated hereby will be borne by the party hereto incurring such expenses.

Section 7.10 Set-Off and Recoupment. During the Term, each of Charter and GreatLand (the "Obligor") will have the right to recoup against and deduct from any payment obligations due to the other party any amounts owed to the Obligor under this Agreement, and offset against and deduct from any other payment obligations due the other party, in each case including any amounts owed for services or in settlement of any claims or damages. Such amounts will be deducted and thereby reduce the amount payable by the Obligor to such other party.

Section 7.11 Binding Effect. The provisions of this Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, that neither party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party. If any party hereto or any of its successors or permitted assigns (i) will consolidate with or merge into any other Person and will not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) will transfer all or substantially all of its properties and assets to any Person, then, and in each such case, proper provisions will be made so that the successors and assigns of such party will assume all of the obligations of such party under this Agreement and the other Transaction Agreements.

Section 7.12 Amendments; No Waivers.

(a) Any provision of this Agreement may be amended or waived if, but only if such amendment or waiver is in writing and is signed, in the case of an amendment, by each party hereto.

(b) No failure or delay by either party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 7.13 Force Majeure. No party will be liable to another party with respect to any nonperformance or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to any action or claims by any third party, labor dispute, labor strike, weather conditions or any cause beyond a party's reasonable control. Each party agrees that it will use all commercially reasonable efforts to continue to perform its obligations under this Agreement, to resume performance of its obligations under this Agreement, and to minimize any delay in performance of its obligations under this Agreement notwithstanding the occurrence of any such event beyond such party's reasonable control.

Section 7.14 Further Actions. The parties will execute and deliver all documents, provide all information, and take or forbear from all actions that may be necessary or appropriate to achieve the purposes of this Agreement.

Section 7.15 Confidentiality and Privacy.

(a) Except with the prior consent of the disclosing party, each party will:

(i) limit access to the Confidential Information of the other party disclosed to such party hereunder to its employees, agents, representatives, and consultants on a need-to-know basis;

(ii) advise its employees, agents, representatives, and consultants having access to such Confidential Information of the proprietary nature thereof and of the obligations set forth in this Agreement; and

(iii) safeguard such Confidential Information by using a reasonable degree of care to prevent disclosure of the Confidential Information to third parties, but not less than that degree of care used by that party in safeguarding its own similar information or material.

(b) A party's obligations respecting confidentiality under Section 7.15(a) will not apply to any of the Confidential Information of the other party that a party can demonstrate: (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without being subject to any obligation of confidentiality; (iv) was received after disclosure to it from a third party who, to its knowledge, had a lawful right to disclose such information to it; (v) was independently developed by the receiving party without reference to the Confidential Information; (vi) was required to be disclosed to any regulatory body having jurisdiction over a party or any of their respective clients; or (vii) was required to be disclosed by reason of legal, accounting, or regulatory requirements beyond the reasonable control of the receiving party. In the case of any disclosure pursuant to clauses (vi) or (vii) of this Section 7.15(b), to the extent practical, the receiving party will give prior notice to the disclosing party of the required disclosure and will use commercially reasonable efforts to obtain a protective order covering such disclosure.

(c) Notwithstanding the foregoing, each party will maintain all of the other party's Cable Subscriber Information, CPNI and PII (collectively "Subscriber Information") as confidential and will not use such Subscriber Information for any purpose other than the completion of the Provided Services. Any collection, maintenance, or use of by a party of the other party's Subscriber Information will be undertaken (i) subject to the then current documented subscriber information collection business practices and written customer privacy policies of the receiving party (which practices and policies may be amended in the receiving party's sole discretion from time to time); (ii) in all cases, in compliance with all applicable local, state and federal laws, rules and regulations governing Charter's collection, maintenance, transmission, dissemination, use and destruction of its own similar information, including (a) the provisions of 47 U.S.C. § 551, *et seq.*, (b) any state and federal security breach notification laws, (c) any state and federal law requiring the protection of personally identifiable information, and (d) the rules, regulations and directives of the FCC and the Federal Trade Commission, as amended from time to time; and (iii) in compliance with the Payment Card Industry Association Security Standards, to the extent the recipient has access to any customer's payment card information. Each party will retain the other party's Subscriber Information only for so long as is reasonably necessary to complete the purposes for which the Subscriber Information has been disclosed, unless otherwise specified by a mutual written agreement of the parties. Thereafter, the recipient will, at the other party's election, permanently destroy or return such information with a certification signed by an officer of the recipient that all such Subscriber Information has been destroyed or returned.

(d) Each party will (i) maintain a policy concerning use of the other party's CPNI that is in compliance with the FCC's rules governing use and protection of CPNI; (ii) report any breaches or disclosures (including disclosures compelled by court order or other legal process to the extent permitted by law) of the other party's CPNI within two business days of discovering such breach or disclosure; and (iii) provide upon request information necessary

for the other party to prepare any reports on CPNI-related matters required under the FCC's rules or responses to complaints or FCC inquiries on CPNI-related matters.

(e) The provisions of this Section 7.15 will survive the expiration or termination of this Agreement.

Section 7.16 Specific Performance. Each party hereto acknowledges and agrees that damages for a breach or threatened breach of any of the provisions of this Agreement may be inadequate and irreparable harm would occur. In recognition of this fact, each party hereto agrees that, if there is a breach or threatened breach by such party, in addition to any damages, the other nonbreaching party, without posting any bond, will be entitled to seek equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction, attachment, or any other equitable remedy which may then be available to obligate the breaching party (i) to perform its obligations under this Agreement or (ii) if the breaching party is unable, for whatever reason, to perform those obligations, to take any other actions as are necessary, advisable or appropriate to give the other party to this Agreement the economic effect which comes as close as possible to the performance of those obligations (including, but not limited to, transferring, or granting liens on, the assets of the breaching party to secure the performance by the breaching party of those obligations).

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has signed this Agreement, or has caused this Agreement to be signed by its duly authorized officer, as of the date first above written.

CHARTER:

**CHARTER COMMUNICATIONS
OPERATING, LLC**

By: Charter Communications, Inc., its manager

By:_____

Name:

Title:

GREATLAND:

MIDWEST CABLE, INC.

By:_____

Name:

Title:

Schedule 1.2(a)

Services

Part I

1. Corporate Services.

- Procurement, in accordance with Section 1.2(f)
- Programming management services, in accordance with Section 1.2(g)
- Product development and strategy

2. Network Operations.

- NOC management
- Support internet connectivity
- Fiber connectivity, collocation, and other business services
- Telecommunications services, including those that previously depended on Comcast in a shared service model including: network connectivity for all services including voice, video and data, Video On Demand, CPE software and provisioning management, network security and interface with law enforcement, authentication of services and network monitoring and outage detection
- Standards and requirements for network facilities/hardware and software
- Activity scheduling

3. Engineering and IT.

- Operational support for voice and data products
- Operational support for video products, including authentication, hosted services and cable guide
- Operational support for home security
- Operational support for internal infrastructure and backoffice transition
- Software development
- Data center resources
- Architectural design standards
- Product technical roadmaps and standards
- CPE technical roadmaps and standards
- Software for backoffice functions including managing customer transactions and provisioning of services
- Management information services for accounting, billing, activity analysis, labor management, budgeting and financial analysis
- Management of data centers

4. Voice Operations.

- Order fulfillment and provisioning
- Local number management and portability
- Support regulatory compliance

5. Field Operations.

- Dispatch
- Fleet management
- Technician activity and productivity reporting
- Provisioning
- Plant database software systems
- Predictive network failure software and maintenance prioritization
- Warehouse standards and CPE handling standards
- Tools, requirements and standards for technician communications
- Plant design and construction standards

6. Customer Service.

- Order entry and provisioning
- Call center services for call answering, monitoring and dispositioning related to inbound sales, billing, repair, and retention for all products and services sold by GreatLand, including video, voice and data
- Online chat for sales, service and billing
- Online customer care portals for self-help and service
- Customer identity management
- Knowledge management system
- Work order processing
- Personnel dispatching

7. Billing and Collections.

- Customer billing and billing system management
- Collection of customer receivables and cash management
- Customer disconnect support

8. Product.

- Customer facing product development definitions/standards/software and planning for all business and consumer products
- Change planning and project management services
- Website hosting and content management
- Video content management
- Web portal ordering and e-commerce

- Webmail hosting and transition
- Mobile and advanced application hosting and content management
- Home security monitoring
- Cellular phone service

9. Marketing.

- Marketing services and database support to enable mass, direct and online marketing activities
- Analysis of sales channel(s) performance
- Development and all customer and non-customer facing messaging

10. Sales.

- Residential sales, including program design and management tools for door-to-door sales representatives
- Commercial sales
- Contact management and sales channel reporting
- Advertising sales

11. Business Intelligence.

- Customer-level data, including customer counts, work orders and revenue
- Audience measurement
- Data management

12. Intellectual Property Licensing.

- Licensing of trademarks and IP

As requested by GreatLand, GreatLand may leverage administrative services from Providers, including leveraging the associated platforms and practices, in areas including but not limited to accounts payable, general ledger, database systems, and payroll administration. Such services may include planning tools, formats and processes including models, as well as reporting templates and analytics for Services.

Schedule 1.2(a)

Services

Part II

Provider personnel will provide supervisory/management services on a local/regional basis in day-to-day operations for the GreatLand Systems in Alabama, Georgia, Illinois, Kentucky, Michigan (Flint/Saginaw, Lansing and Grand Rapids only), Ohio, Tennessee, Virginia and Wisconsin (such services, “Management Services” and such GreatLand Systems, the “Managed Systems”).

Management Services will consist of the relevant Provider personnel exercising day-to-day oversight and management of the GreatLand personnel in the Managed Systems pursuant to the budget and business plans, and consistent with the operational targets, established by GreatLand for the relevant Managed Systems and otherwise at GreatLand’s direction. Management Services will be provided under the overall authority and supervision of GreatLand as provided in this Agreement, including with respect to the hiring, retention and compensation of any GreatLand employees. Subject to the two preceding sentences, the level of authority exercised by Provider personnel performing Management Services will be consistent with the level of authority exercised by GreatLand employees in equivalent supervisory roles (*i.e.*, supervision on a local/regional basis in day-to-day operations) for the GreatLand Systems that are not Managed Systems.

Notwithstanding anything to the contrary in this Agreement, at any time during the Term, GreatLand may elect to discontinue obtaining Management Services from Providers with respect to the Managed Systems upon written notice to Charter if (x) GreatLand determines, in good faith, that the Management Services are not satisfactorily implementing the budget and business plans, and meeting the operational targets, established by GreatLand for the Managed Systems and (y) GreatLand has given Charter 60 days’ prior notice of GreatLand’s intention to discontinue Management Services from Providers with respect to the Managed Systems. During the 60-day period after GreatLand gives notice to Charter of GreatLand’s intention to discontinue Management Services from Providers with respect to the Managed Systems, the respective senior officers of Charter designated on Schedule 3.3(d) will provide a plan to GreatLand to resolve any underlying issues that have resulted in GreatLand determining to discontinue the Management Services and officers of GreatLand designated on Schedule 3.3(d) will in good faith consider such plan, and if such plan is reasonably agreed by the parties, the termination of the Management Services with respect to the Managed Systems will not occur. If such plan is not carried out to the reasonable satisfaction of GreatLand, GreatLand may elect to discontinue the Management Services upon 45 days’ prior written notice to Charter. Management Services will not be taken into account in determining whether Charter or any of its Affiliates is in material breach or material default of its covenants and agreements under this Agreement for purposes of Section 3.3(a)(i).

Allocated Expenses and Out-of-Pocket Costs with respect to the Management Services will be borne by GreatLand in accordance with Article II. No discontinuation of any Management Services will be deemed to reduce or result in an abatement of any portion of the Services Fee.

Schedule 1.2(a)

Services

Part III

For the GreatLand Systems located in Indiana, (a) Providers will provide call center functions; programming; national procurement; national billing and provisioning (and related IT); national product design and engineering; and national network operations (including the NOC and the network facilities feeding to the local area network) and, (b) upon GreatLand's request, Providers may provide additional services for the GreatLand Systems in Indiana in a manner that is consistent with the Intended Tax Treatment (as such term is defined in the Tax Matters Agreement).

Schedule 3.3(d)

Escalation Persons

GreatLand and its Affiliates – GreatLand Chief Executive Officer, Chief Operating Officer, Chief Administrative Officer

Charter and its Affiliates – Charter Executive Vice Presidents, Allan Singer, Jim Heneghan, Abby Pfeiffer

Exhibit A

Trademark License

EXHIBIT B

TRANSITION SERVICES AGREEMENT

DATED AS OF [●], 2014

BY AND BETWEEN

COMCAST CORPORATION

AND

MIDWEST CABLE, INC.

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TRANSITION SERVICES AGREEMENT

TRANSITION SERVICES AGREEMENT (this “**Agreement**”), dated as of [●], 2014, by and between MIDWEST CABLE, INC., a Delaware corporation (“**SpinCo**”), and COMCAST CORPORATION, a Pennsylvania corporation (“**Comcast**”).

WITNESSETH:

WHEREAS, concurrently with the entry into this Agreement, Comcast and SpinCo are entering into a Contribution, Separation and Spin-Off Agreement, dated as of the date hereof (the “**Separation Agreement**”), pursuant to which, subject to the terms and conditions set forth therein, Comcast and the other Comcast Group Members will transfer to SpinCo and the other SpinCo Group Members all of the Comcast Group’s right, title and interest in the SpinCo Systems and the other SpinCo Assets, and the SpinCo Group Members will assume the SpinCo Liabilities; and

WHEREAS, in order to facilitate an orderly transition of the SpinCo Systems from Comcast and the other Comcast Group Members to SpinCo and the other SpinCo Group Members following the Spin-Off, SpinCo desires Comcast to provide or cause the other Comcast Group Members to provide, and Comcast is willing to provide or cause the other Comcast Group Members to provide, the Transition Services with respect to the SpinCo Systems; and

WHEREAS, the parties acknowledge that the transition of infrastructure, management, control systems, and billing and provisioning systems from policies, practices, services and systems maintained by Providers to policies, practices, services and systems maintained by Recipients or their designees is potentially disruptive to customers’ experience; and

WHEREAS, the parties acknowledge that each party must manage the burden of such transition while continuing to operate their respective businesses effectively; and

WHEREAS, the parties acknowledge that their mutual goal is to complete such transition as promptly as commercially practicable following the Spin-Off Date in a manner consistent with those considerations; and

WHEREAS, in furtherance of the foregoing, the parties desire to cooperate toward minimizing disruption to customers’ services and the burden of providing Transition Services on Providers in connection with the delivery of Transition Services under this Agreement, while facilitating the efficient and prompt completion of a migration plan to be mutually agreed (including amendments thereto as may be appropriate to meet those objectives).

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

Section 1. *Definitions and Interpretation.* Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Separation Agreement, and this Agreement shall be interpreted in the manner set forth in Section 1.2 of the Separation Agreement.

Section 2. *Transition Services.* (a) During the periods contemplated by Section 5, and subject to the terms and conditions set forth in this Agreement, Comcast agrees to provide, or cause the other Comcast Group Members to provide, to SpinCo and the other SpinCo Group Members, with respect to the SpinCo Systems, the services that are set forth in the statements of work (each, a “**Statement of Work**”) attached hereto as Schedule A (the “**Transition Services**”). Comcast and the other Comcast Group Members providing the Transition Services are referred to as “**Providers**”; SpinCo and the other SpinCo Group Members receiving the Transition Services are referred to as “**Recipients**”. In the event of any conflict between the terms of this Agreement and the terms of any Statement of Work, the terms of this Agreement will control except to the extent such Statement of Work expressly provides otherwise, in which event the terms of such Statement of Work will control with respect to the applicable Transition Service (for the avoidance of doubt, if any Statement of Work provides for more detailed terms than those set forth in this Agreement, which terms are not in conflict with those set forth in this Agreement, then those more detailed terms will control); provided that no Statement of Work entered into after the date of this Agreement will include any terms that conflict with the terms of this Agreement unless such terms are reasonably related to the Transition Services described in such Statement of Work.

(b) The nature and scope of the Transition Services shall be as set forth in the Statements of Work and shall otherwise be substantially consistent with the nature and scope of such services as provided to the SpinCo Systems immediately before the Spin-Off Date, and Providers shall not be required to make any modifications thereto. Subject to the terms hereof, Providers and Recipients shall cooperate with each other and use their respective commercially reasonable efforts during the Term to enable the provision of the Transition Services in accordance with the terms hereof.

(c) Notwithstanding Section 2(b), Recipients acknowledge the dynamic nature of the Transition Services and agree that, except as otherwise expressly set forth in a Statement of Work, Providers may make changes or enhancements from time to time in the manner, nature, quality or scope of the Transition Services (i) in the ordinary course of business of performing such services, (ii) as Providers make similar changes or enhancements in the performance of such services for the Cable Systems included in the Retained Assets, *provided* that Providers shall not make any such changes or enhancements that have a material impact on the nature, scope or quality of products or services provided by Recipients to subscribers of the SpinCo Systems or that will materially impact the Joint Migration Plan (including, without limitation, a delay in completing the Joint Migration Plan) without reasonable prior notice to, and consultation with, SpinCo, *provided further* that to the extent commercially reasonable, if requested by Recipients, Providers shall segregate any such proposed change or enhancement such that it is not imposed on the SpinCo Systems (with any incremental costs associated therewith to be borne by Recipients), (iii) to the extent the nature and scope of, or

responsibilities for providing, the Transition Services evolve (for example, as functions are transitioned to the operational control of Recipients and Providers' role evolves more to support functions); or (iv) as the parties may otherwise mutually agree. Without limiting the foregoing, Providers shall continue to provide information, notices and alerts in the ordinary course of Providers' operations to SpinCo personnel regarding proposed changes or enhancements that may impact the SpinCo Systems.

(d) After the date hereof, if SpinCo identifies a service that (i) the Comcast Group provided to the SpinCo Systems as of immediately prior to the Spin-Off Date, and (ii) SpinCo reasonably needs in order for the SpinCo Systems to continue to operate substantially in the same manner in which the SpinCo Systems operated prior to the Spin-Off Date, and such service was not included in a Statement of Work (other than because Comcast and SpinCo agreed that such service would not be provided hereunder), then Providers shall provide such requested services as they can reasonably provide (any such additional services, the "**Additional Services**"). SpinCo will have 120 days after the Spin-Off Date to request Additional Services. If Providers provide any Additional Service, Comcast and SpinCo shall amend the applicable, or enter into an additional, Statement of Work in writing to include such Additional Service and such Additional Service shall be deemed a Transition Service hereunder, and accordingly, Providers shall provide such Additional Service in accordance with the terms and conditions of this Agreement and the applicable Statement of Work.

(e) Providers' obligation to provide Transition Services will be contingent on Recipients providing to Providers reasonable access to Recipients' employees, contractors, vendors, equipment, systems, hardware, software, data and other resources necessary for performance of the Transition Services. Notwithstanding anything in this Agreement to the contrary, SpinCo shall, and shall cause the other SpinCo Group Members to, use commercially reasonable efforts to take over all functions of the SpinCo Systems as promptly as possible after the Spin-Off Date, and the applicable Joint Migration Plan with respect to any Transition Service shall be developed to give effect to this requirement.

Section 3. *Joint Migration Plan.*

(a) Promptly following the date of this Agreement, Recipients and Providers shall mutually develop a joint migration plan for moving the Transition Services to policies, practices, services and systems maintained by Recipients or their designees (the "**Joint Migration Plan**"). The Joint Migration Plan will be consistent with the terms hereof and will target completion of the migration of all Transition Services by not later than the first anniversary of the Spin-Off Date (or such earlier date, with respect to any Transition Service, as may be set forth in the applicable Statement of Work as the term for such Transition Service), except for Transition Services that involve customer billing platforms and video, voice, or data provisioning systems and email (which will be targeted for completion between 12 and 18 months after the Spin-Off Date). The parties contemplate that the Joint Migration Plan will include work orders or service obligations that differ from the Statements of Work attached to this Agreement. Such work orders and service obligations will be subject to amendment by the parties to the extent

necessary or desirable to complete the migration in a manner consistent with the standard of review described in Section 3(b), and all such amendments will be subject to the provisions of this Section 3. Following termination of this Agreement in accordance with the terms hereof, except as expressly contemplated by Section 10(d), neither Providers nor Recipients will have any further obligations under the Joint Migration Plan.

(b) In the event that the parties fail to agree on the Joint Migration Plan with respect to any Transition Services within 60 days following the Spin-Off Date, the Joint Migration Plan with respect to such Transition Services shall be referred to the respective senior officers of Comcast and SpinCo designated on Schedule B. In the event that such officers fail to mutually resolve the Joint Migration Plan with respect to any Transition Services within an additional 30-day period, either Comcast or SpinCo may submit the Joint Migration Plan with respect to such Transition Services, on a Transition Service-by-Transition Service basis, to an industry expert with expertise and qualifications to decide the matter at issue and who is mutually acceptable to Comcast and SpinCo (an “**Expert**”), which the parties agree shall be the exclusive means for resolution of such dispute; *provided* that if the parties are not able to agree upon such an expert with respect to any Transition Service, each of SpinCo and Comcast shall select such an expert and the two experts so selected shall jointly select a third expert so qualified to determine the issue and such third expert shall be deemed an “Expert” hereunder. SpinCo and Comcast shall instruct any Expert to make its determination within 20 days after the date that a Joint Migration Plan with respect to any Transition Service is submitted to such Expert and agree that such determination will be final and binding upon the parties; *provided* that such Expert shall be required to choose between the proposals of Comcast and SpinCo in the resolution of the Joint Migration Plan with respect to any Transition Service and may not adopt a proposal that has not been submitted by either Comcast or SpinCo or modify either such proposal; *provided, further*, that such Expert will decide between the proposals submitted by Comcast and SpinCo based on the commercial reasonableness of the proposals in light of their potential disruption to customers’ services, the respective burdens on Providers and Recipients and the parties’ objective of completing the migration expeditiously in accordance with the terms of this Agreement. The expenses of any such Expert incurred in connection with any such determination shall be borne equally by Comcast and SpinCo. In the event any Joint Migration Plan is subject to the escalation process set forth in this Section 7(b), (i) the parties will continue to work to complete the migration of all Transition Services (including those covered by the Joint Migration Plan that is subject to such escalation process) to policies, practices, services and systems maintained by Recipients or their designee to the extent reasonably possible during the pendency of such escalation process and (ii) the time for completion of the Joint Migration Plan that is subject to such escalation process (and, to the extent necessary, the Term with respect to the Transition Services covered by such Joint Migration Plan) shall be extended to the extent necessary to account for the actual delay in the activities contemplated by such Joint Migration Plan attributable to the failure to reach agreement on such Joint Migration Plan during the pendency of such escalation process.

(c) Providers and Recipients shall act reasonably and in good faith to effect the migration of each Transition Service as set forth in the Joint Migration Plan. For the

avoidance of doubt, unless expressly set forth in the Statements of Work or the Joint Migration Plan (as determined in accordance with the foregoing procedures), the Transition Services do not include any services related to the migration of functions from Providers to Recipients. Providers and Recipients each shall provide to the other party reasonable access to their respective employees to the extent necessary to effectuate the Joint Migration Plan.

(d) In the event that the parties are unable to complete the migration for moving the Transition Services to policies, practices, services and systems maintained by Recipients or their designee prior to the expiration of the Term for any reason, the parties shall meet and discuss in good faith the terms under which the Joint Migration Plan and the Term of this Agreement will be reasonably extended (taking into consideration the facts and circumstances leading to such delay and the standard of review described in Section 3(b)), including any changes to the payment terms hereunder that apply during such extension term (it being understood that the parties shall not be limited to the payment standard under Section 8). Each party shall promptly notify the other party upon becoming aware of any fact or circumstance that may result in the failure of the Joint Migration Plan to be completed prior to the expiration of the Term.

Section 4. *Use of Comcast Marks.* (a) Subject to the terms and conditions of this Section 4, the SpinCo Group may, in the operation of the SpinCo Systems, (i) until the end of the 12-month period (or, if mutually agreed by the parties, 18-month period) beginning on the Spin-Off Date or the earlier termination of this Agreement, continue to use (without modification of any kind) existing building and vehicle signage, customer premises equipment, incidental business materials (*e.g.*, business cards, letterhead, other office supplies and giveaways) and other products that contain the Comcast Marks and were included in the SpinCo Assets, but solely to the same extent, and solely in the same manner in which, such building and vehicle signage, incidental business materials and other products were used by the Comcast Group in the operation of the SpinCo Systems immediately before the Spin-Off Date, and (ii) until the expiration or earlier termination of all customer product-related Transition Services (*e.g.*, video, data, voice, etc.), or the earlier termination of this Agreement, continue to use (without modification of any kind) sales and marketing materials, advertising materials and other literature (including channel line-ups and rate cards) that contain the Comcast Marks and were in existence as of the Spin-Off Date and included in the SpinCo Assets or which are created by the Comcast Group in connection with the Transition Services and provided to the SpinCo Group for their usage, subject in each case to Comcast's express prior written consent as to the form and intended usage of any such materials or literature (for the avoidance of doubt, in no event, either during the Term or thereafter, shall any member of the SpinCo Group have the right to create any new sales and marketing materials, advertising materials or other literature containing the Comcast Marks without Comcast's express prior written consent). On or before the expiration of the applicable periods referred to in clauses (i) and (ii), the SpinCo Group shall cease and discontinue using any and all Comcast Marks and shall destroy or dispose of all building and vehicle signage, products, sales and marketing materials, advertising materials and literature that contain the Comcast Marks (whether existing as of the Spin-Off Date or created during the Term); *provided, however*, that no members of the SpinCo Group shall be required to remove or

discontinue using any Comcast Mark that is affixed to customer premises equipment physically located in a customer home or property as of the expiration of the applicable periods referred to clauses (i) and (ii) (it being understood that, if any such customer premises equipment is returned by the respective customer, the SpinCo Group shall use commercially reasonable efforts to remove and discontinue using any and all Comcast Marks affixed to such customer premises equipment before it is redeployed for use by another customer). In addition, within three months after the Spin-Off Date, the SpinCo Group shall adopt its own form subscriber agreements, acceptable use policies and other customer facing policies, which will be in SpinCo's name and not include any Comcast Marks, but otherwise will be on substantially the same terms as the Comcast Group's corresponding agreements, acceptable use policies and other policies, provided that no deviations in such terms shall impose any additional burden on Providers with respect to the provision of the Transition Services related thereto. As used herein, "**Comcast Marks**" means, collectively, all trademarks, service marks, trade dress, logos, brand names, certification marks, domain names, trade names, corporate names and other indications of origin, whether or not registered, in any jurisdiction, and all registrations and applications for registration of the foregoing in any jurisdiction, and all goodwill associated with the foregoing ("**Marks**") owned by Comcast or the Comcast Group Members and used in the operation of the SpinCo Systems in the ordinary course of business immediately before the Spin-Off Date, including the Marks disclosed on Schedule C (the "**Scheduled Marks**"), but specifically excluding any Third Party Marks (as defined below).

(b) In addition to the rights granted under Section 4(a), the SpinCo Group and their customers may continue to use any domain names set forth on Schedule D with respect to any Transition Service that contemplates the use of such domain name by the SpinCo Group or their customers.

(c) SpinCo recognizes the value of the publicity and goodwill associated with the Comcast Marks and acknowledges and agrees that the Comcast Marks have acquired secondary meaning and that all related rights and goodwill in and to the Comcast Marks belong solely and exclusively to the Comcast Group and have not been transferred to the SpinCo Group hereby or pursuant to the Separation Agreement. Any and all goodwill associated with the SpinCo Group's use of the Comcast Marks pursuant to Section 4(a) shall inure solely and exclusively to the benefit of the Comcast Group. The SpinCo Group shall use the Comcast Marks solely in the form stipulated by the Comcast Group and shall conform to and observe such standards as the Comcast Group from time to time prescribes, including standards relative to the quality, design and appearance of the Comcast Marks, and the manner, disposition and use of the Comcast Marks, it being understood that this condition will be deemed to have been fulfilled as long as SpinCo uses the Comcast Marks in the same manner that they were (i) used with respect to the SpinCo Systems immediately prior to the Spin-Off Date or (ii) provided by the Comcast Group after the Spin-Off Date. Upon reasonable request, the Comcast Group shall have the right to inspect any designation, document or other media bearing the Comcast Marks in the SpinCo Group's possession or control, including any literature, sales materials, products, building or vehicle signage or marketing or advertising materials in SpinCo's possession or control. Without limiting the generality of the foregoing, SpinCo

acknowledges and agrees that (i) the products and services that members of the SpinCo Group will provide, promote or sell in connection with the use of the Comcast Marks pursuant to Section 4(a) will be substantially consistent with the quality of the products and services provided, promoted or sold by the Comcast Group in the operation of the SpinCo Systems immediately before the Spin-Off Date and (ii) in no event, either during the Term or thereafter, shall any member of the SpinCo Group (x) represent that it is the owner of the Scheduled Marks, (y) attempt to register the Scheduled Marks alone or as part of any member of the SpinCo Group's own trade name, trademark, service mark, logo or other indicia of origin in any jurisdiction or (z) challenge the ownership, validity, enforceability or use of any of the Scheduled Marks.

(d) Nothing in this Section 4 is intended to or shall be construed as granting to any member of the SpinCo Group any right to use any trademarks, service marks, logos or other indicia of origin used in the operation of the SpinCo Systems that are not owned by a Comcast Group Member (the "**Third Party Marks**"). Subject to Section 7, SpinCo acknowledges and agrees that it shall be solely responsible for obtaining any rights necessary to use any Third Party Mark during the Term or thereafter.

Section 5. *Duration of Transition Services.* Each Transition Service shall be provided from the Spin-Off Date until the earliest of (i) the expiration of the Term, (ii) the termination of this Agreement or such Transition Service in accordance with Section 10(a), (iii) the termination of such Transition Service in accordance with Section 7(b) or Section 10(b), (iv) the termination date, if any, provided in the Statement of Work for such Transition Service or (v) the completion of the migration of such Transition Service in accordance with the Joint Migration Plan for such Transition Service; in each case subject to any extension of the Joint Migration Plan or any Transition Services in accordance with this Agreement.

Section 6. *Relationship of the Parties.* This Agreement is intended to create an independent contractor relationship between the parties for purposes of federal, state and local law, including the Internal Revenue Code of 1986, as amended. Except as expressly contemplated by the last sentence of Section 12(c), nothing in this Agreement shall be construed or implied to create an agency, partnership, affiliate, joint employer, or joint relationship. In connection with this Agreement, neither Providers nor Recipients shall (a) act as an agent or partner of the other or (b) have or hold itself out to have the power or authority to bind the other to any third party in any manner not authorized under this Agreement. Except as set forth in this Agreement, neither Providers nor Recipients shall be responsible for any obligation of the other party or be responsible for any act or omission of the other party in connection with the matters set forth herein.

Section 7. *Subcontractors; Vendors.* (a) Providers shall have the right, directly or through one or more of their Subsidiaries, to hire or engage one or more subcontractors or other third parties (each, a "**Subcontractor**") to perform any or all of their obligations in respect of any Transition Services under this Agreement; *provided* that Providers shall remain ultimately responsible for ensuring that the obligations with respect to the nature, scope and quality of the Transition Services described in Section 2 are satisfied with respect to any Transition Services provided by any Subcontractor; *provided, further,* that

Recipients may request removal of any Subcontractor whom Recipients, in good faith, determine is unqualified or not suitable to perform the Transition Services, which request will be considered by Providers in good faith.

(b) (i) Recipients acknowledge that the provision of certain Transition Services by Providers will require the authorization or cooperation of third party vendors, service providers, and licensors (“**Vendors**”).

(ii) In the event that any Vendor objects to the provision of any Transition Services or seeks to impose additional or different terms with respect to the provision of such Transition Services (a “**Vendor Objection**”), Providers shall promptly provide to Recipients a written notice of such Vendor Objection, which notice shall include all additional and different terms communicated to Provider and offered by such Vendor to allow continuation of the Transition Services (a “**Vendor Statement**”). Recipients may, at their sole discretion, either (x) accept responsibility for such Vendor terms, (y) negotiate alternate terms with such Vendor on its own behalf and enter into a separate written agreement with such Vendor, or (z) terminate the applicable Transition Services pursuant to Section 10(b), and shall give Providers written notice of which option Recipients elect not later than 30 days after receipt of the applicable Vendor Statement. Providers shall have the right to discontinue providing any Transition Services that are the subject of a Vendor Objection upon receipt by Provider of a written request from the applicable Vendor; *provided* that Providers are not permitted to continue to provide such Transition Services (a “**Vendor Election**”); *and further provided* that if such Vendor Objection is resolved or withdrawn (*e.g.*, because Recipients agree to accept the terms set forth in a Vendor Statement or agree to alternate terms with such Vendor) within 30 days of notice to Recipients of such Vendor Election (or any shorter cure period provided under such Vendor Election), such Transition Service shall automatically be reinstated and Providers shall resume provision of such Transition Service in accordance with the terms hereof. Recipients shall be solely responsible for any incremental costs, expenses or fees required to be paid to any Vendor in respect of the provision of any Transition Services by Providers. Providers agree to cooperate reasonably and in good faith to facilitate Recipients’ efforts to negotiate any alternate terms or other resolution with any Vendor that provides a Vendor Objection or Vendor Election, other than with respect to pricing or other terms to be negotiated by Recipients. For the avoidance of doubt, however, Providers have no obligations under this Agreement to agree to any change in the terms of any agreement between Providers and any Vendors as such terms apply to the Cable Systems of Providers, regardless of whether Recipients accept such terms with respect to the SpinCo Systems or whether Providers’ unwillingness to agree to such change in terms impacts Providers’ ability to provide or continue to provide any Transition Service to Recipients.

(iii) If requested by Providers, Recipients will execute written undertakings in connection with any agreements with Vendors whereby Recipients will agree to (x) comply with the terms of such agreement, as

applicable to purchases by or for Recipients under such agreement, (y) make direct payment of, and be responsible as the primary obligor for, any consideration payable to the Vendor under such agreement for goods or services purchased by or for Recipients, and (z) agree to fulfill any purchase commitment made in writing with respect to the SpinCo Systems.

(c) Subject to such additional requirements as may be specified in any applicable Statement of Work, SpinCo acknowledges and agrees that Recipients shall be solely responsible for obtaining all content, programming and applications rights required in order to distribute content, programming and applications to the SpinCo Systems, including such rights as are required to permit distribution of video services to the SpinCo Systems in the same manner as distributed by Providers as of the Spin-Off Date. The agreements for the rights described in this Section 7(c) shall not be subject to the provisions of Section 7(b).

Section 8. *Billing and Payment.* (a) In consideration for the Transition Services, Recipients shall reimburse and pay to Providers their actual, incremental costs (without overhead allocations) of providing the Transition Services. Any dispute between the parties regarding such actual, incremental costs will be resolved in accordance with Section 8(d). Except for the amounts provided for in this Agreement, including the Joint Migration Plan with respect to the Transition Services, and otherwise as agreed by the parties, no other fees or costs shall be charged by Providers or be payable by Recipients to Providers in consideration for the Transition Services (it being understood that this Section 8 in no way affects any of the other Transaction Agreements or any other agreements between Recipients and Providers or any of their Subsidiaries with respect to responsibility for any fees, costs or payments provided for therein).

(b) Providers shall invoice Recipients promptly after the end of each calendar month for all amounts due under Section 8(a) to the extent reasonably determinable during such month, and provide reasonable documentation related to such amounts, and to the extent any such amounts are not reasonably determinable during the Term, Providers shall continue to invoice such amounts after the termination of this Agreement promptly after such amounts are determined until all amounts are invoiced and paid; provided that Providers will endeavor to provide Recipients with notice of any amounts that are expected to be invoiced after the Term as Providers become aware of such amounts. Payment of any amounts due hereunder will be considered timely made to Providers if received by Providers within 30 days after the date the invoice for such amounts is received (the “**Due Date**”). Any amounts not paid by the applicable Due Date will, to the extent not disputed in good faith in accordance with Section 8(d), be considered past due.

(c) If Recipients fail to pay Providers any undisputed amount when due under this Agreement, the amount due will bear interest from the applicable Due Date to the date of payment at a rate equal to the 3 Month LIBOR rate as reported in the London Interbank Offered Rates column of *The Wall Street Journal*, as reported at www.wsjonline.com (the “**LIBOR Rate**”), on the Spin-Off Date *plus* 3%, provided that the interest rate shall reset every three calendar months based on the then-current LIBOR

Rate on the first day of such period (or, if such reset date is not a Business Day, then the LIBOR Rate so published on the preceding Business Day).

(d) In the event that Recipients dispute any portion of any Providers' invoice, Recipients must pay the undisputed portion of the invoice and submit a written claim (the “**Dispute Notice**”) for the disputed amount setting forth the nature and basis therefor in reasonable detail and, to the extent available, with supporting documentation. All claims with respect to disputed amounts must be submitted to Providers within 90 days of the Due Date of the applicable invoice (the “**Dispute Period**”). Any amount that is timely disputed by Recipients shall be resolved according to the following procedures, provided that the parties shall use commercially reasonable efforts to resolve all disputed items in an efficient manner that minimizes disruption to the Transition Services, the parties and their respective businesses and employees:

(i) *first*, SpinCo and Comcast shall negotiate in good faith for the purpose of resolving the dispute within a 30-day period following the date of receipt of the Dispute Notice (the “**Initial Resolution Period**”);

(ii) *second*, in the event that the parties fail to resolve the dispute within the Initial Resolution Period, the dispute shall be referred to the respective Chief Financial Officers of SpinCo and Comcast or such other member of senior management designated by the Chief Financial Officer, along with all relevant documentation and information relating thereto to enable the Chief Financial Officers or such designees to negotiate in good faith for the purpose of resolving such dispute within an additional ten-day period (the “**Additional Resolution Period**”); and

(iii) *third*, in the event that the Chief Financial Officers or such designees fail to mutually resolve the dispute within the Additional Resolution Period, either party may thereafter refer the dispute to a national accounting firm that is mutually acceptable to SpinCo and Comcast, such acceptance not to be unreasonably withheld, and which the parties agree shall be the exclusive means for resolution of such dispute; *provided* that if the parties are not able to agree upon a national accounting firm, each of SpinCo and Comcast shall direct its respective independent auditors to jointly select a national accounting firm to resolve the dispute, in either case acting in its capacity as a financial expert, not as an arbitrator (the firm selected pursuant to this Section 8(d)(iii), the “**Referee**”). SpinCo and Comcast shall instruct the Referee to make its determination within 20 days after the date such matter is submitted to the Referee and agree that such determination will be final and binding upon the parties, *provided* that the Referee may not assign a value to any disputed amount that is outside the range of values for such disputed amount claimed by the parties in their submissions to the Referee. To the extent the Referee determines a disputed amount in favor of Providers, Recipients shall promptly pay the amount determined to be due, together with interest from the applicable Due Date to the date of payment by Recipients at the LIBOR Rate *plus* 3%. To the extent the Referee determines a disputed amount in favor of Recipients and such determination requires the refund

of amounts previously paid by Recipients to Providers, Providers shall promptly pay the amount determined to be due, together with interest from the date of payment by Recipients at the LIBOR Rate *plus* 3%. The Referee shall not have the power to award any injunctive relief or specific performance, but may award money damages only. The expenses of the Referee incurred in connection with such determination shall be borne 50% by SpinCo and 50% by Comcast.

(e) Subject to Section 8(d), Recipients shall pay the full amount due to Providers under this Section 8 and shall not set-off, counterclaim or otherwise withhold any amount owed to Providers under this Agreement, except to the extent contemplated by Section 9.17 of the Separation Agreement.

Section 9. *Term of Agreement.* The term of this Agreement shall commence on the date hereof and continue until the first anniversary of the Spin-Off Date (the “**Initial Term**”). At SpinCo’s election notified in writing to Comcast not later than 30 days prior to the expiration of the Initial Term, this Agreement shall renew for a six-month renewal period and, at SpinCo’s and Comcast’s mutual written election, this Agreement shall renew for a second six-month renewal period, except that SpinCo may, in its sole discretion, renew the Transition Services that involve customer billing platforms and video, voice, or data provisioning systems and email for a second six-month renewal period (any such applicable renewal periods, together with the Initial Term, the “**Term**”). This Agreement shall terminate upon the expiration of the Term or at such earlier time at which (x) this Agreement is terminated in accordance with Section 10(a) or (y) all Transition Services have expired or been terminated in accordance with Section 5. In addition, this Agreement shall terminate automatically upon termination of the Merger Agreement. Upon the termination of this Agreement, Sections 4(c), 8, 10(b), 11, 12, 13, 14, 18 and 20 through 31 of this Agreement, together with this sentence, shall survive.

Section 10. *Termination.* (a) Any one or more Transition Services may be terminated by either party if the other party is in material breach or default of any of its covenants, agreements or other obligations herein, which materiality shall be measured relative to all of the Transition Services to be so terminated. This Agreement may be terminated in its entirety by either party if the other party (i) is in material breach or default of any of its covenants, agreements or other obligations herein (other than breach for nonpayment), which materiality shall be measured relative to the Transition Services provided under this Agreement as a whole, or (ii) is in breach for nonpayment. The party terminating this Agreement or any Transition Services is referred to herein as the “**terminating party**” and the other party is referred to herein as the “**breaching party**”. In order for any such termination to be effective, the terminating party shall have provided the breaching party with written notice of such breach or default, and the breaching party shall have failed to cure such breach or default (other than breach for nonpayment) within 45 days after the date of such written notice, or, in the case of breach for nonpayment, if the breaching party shall have failed to cure such breach or default within 10 days after the date of such written notice. Failure to pay any amount being disputed in good faith in accordance with the procedures set forth in Section 8 hereof shall not be considered a breach.

(b) Recipients may, at their election, terminate the provision of all or any portion of one or more Transition Services by delivery of a written notice to Providers at least 30 days prior to the date on which such termination is to become effective. In the event of such termination of any Transition Services prior to the scheduled termination date for such Transition Services, Recipients shall pay Providers for Providers' costs reasonably incurred in winding up the terminated Transition Services prior to the scheduled termination date, including, without limitation, with respect to any equipment, software licenses, support or services ordered or secured in advance and any applicable termination or restocking charges incurred by Providers.

(c) Upon any termination pursuant to this Agreement of one or more, but less than all, Transition Services, this Agreement shall continue in full force and effect with respect to any Transition Services not so terminated.

(d) In the event of termination of one or more Transition Services by Providers pursuant to Section 10(a) due to a material breach or default by Recipients (other than breach for nonpayment), if requested by Recipients, Providers shall continue to provide such Transition Services for a period of not more than 90 days (an "**Extension Period**") (and in no event ending later than the date on which, absent such termination pursuant to Section 10(a), such Transition Services would have ceased to be provided in accordance with Section 5) in order to allow for the migration of such Transition Services to policies, practices, services and systems maintained by Recipients or their designees. During any Extension Period, the terms hereof and of the applicable Statement of Work shall continue to apply with respect to the applicable Transition Services; *provided that* (x) Recipients shall take all actions necessary in order to accomplish the migration of such Transition Services as promptly as practicable and (y) in addition to the actual, incremental costs (without overhead) of providing such Transition Services (including as set forth on the applicable Statement of Work), Recipients shall pay to Providers a surcharge equal to 30% of such actual, incremental costs.

Section 11. *Records and Information; Assistance.*

(a) During the Term and for one year thereafter (or later as required by Applicable Law), Providers shall maintain complete and accurate records relating to the corresponding Transition Services and the performance of their duties under this Agreement to the extent and in the same manner as such records were maintained by the Comcast Group immediately before the Spin-Off Date. Recipients (or their designee) may, on one occasion per 12-month period during the period beginning on the Spin-Off Date and ending 90 days after termination of this Agreement at Recipients' sole cost and expense, or solely with respect to any invoice for which the Dispute Period has not run as of the end of the Term, within such Dispute Period, audit such books and records of Providers relating to the amounts invoiced to Recipients for Transition Services under Section 8(a). Any such audit will be conducted during normal business hours upon not less than ten days prior written notice. Subject to the execution of a customary confidentiality agreement, Providers will (A) give Recipients' independent accountants or another national accounting firm selected by Recipients (the "**Auditor**") access to the offices, properties, books and records of Providers relating to the amounts invoiced to

Recipients for Transition Services under Section 8(a), (B) furnish to the Auditor such financial information and data relating to the calculation of such amounts as the Auditor may reasonably request and (C) cause the officers and employees of Providers to reasonably cooperate with the Auditor in connection with its investigation of any such amounts. Notwithstanding the foregoing, the Auditor shall only furnish to Recipients its ultimate determination of any such amounts and such other information Providers agree in writing that Recipients may receive, and shall not disclose any other information pertaining to the Transition Services, the review conducted hereunder or Providers' business without Providers' prior written consent. Any such audit of the books and records of Providers pursuant to this Section 11(a) shall be performed only by an Auditor, which Auditor shall not be engaged on a contingency basis.

(b) Providers shall use commercially reasonable efforts to segregate Recipients' data relating to the Transition Services provided under this Agreement. Upon request by Recipients following the termination of this Agreement, Providers shall deliver to Recipients any such data segregated by Providers as reasonably required by Recipients in connection with their ongoing operation of the SpinCo Systems. Except as expressly provided in this Agreement or any other Transaction Agreement, no party shall be under any obligation to provide any information to the other party or parties, except that each party shall provide such information as is reasonably requested by the other party in order to provide or receive the Transition Services. No party shall have access to any information of the other party or parties if, based on the advice of the other party's counsel, disclosure of such information would reasonably be expected to create a liability under Applicable Law or waive any material legal privilege (*provided that*, in such latter event, each party shall use commercially reasonable efforts to cooperate to permit disclosure of all or a portion of such information in a manner consistent with the preservation of such legal privilege).

(c) Following the termination of this Agreement, each party shall use reasonable efforts to make available to the other party and the other party's attorneys, accountants, consultants and other designated representatives, upon written request, such party's directors, officers, employees and representatives, and shall otherwise cooperate with the other party, to the extent reasonably requested, in connection with any Third-Party Claim arising out of or related to such party's obligations under this Agreement.

Section 12. *Confidentiality and Publicity.* (a) Each party acknowledges that it or a member of its Group, in connection with this Agreement and the Transaction Agreements, may receive Confidential Information of the other party or any member of its Group (a party receiving any such Confidential Information is referred to herein as a "**Receiving Party**", and a party providing any such Confidential Information is referred to herein as a "**Disclosing Party**"). The Receiving Party agrees that it and its Representatives will keep confidential and use only for Permitted Purposes all Confidential Information that the Disclosing Party furnishes or otherwise makes available to the Receiving Party in connection with this Agreement. For purposes of clarification, notwithstanding anything herein or in the Separation Agreement to the contrary, any information relating to the manner in which the Comcast Group performs the Transition Services or otherwise operates the SpinCo Systems or the Retained Assets, whether

before the Spin-Off Date or during the Term, to the extent not specifically related to the SpinCo Systems but rather generally applicable to how the Comcast Group operates all of its cable communications systems, shall constitute Confidential Information of the Comcast Group (and not the SpinCo Group) for all purposes hereunder.

(b) Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information (i) to any of its Representatives who need to know such information for the purpose of assisting the Receiving Party in connection with Permitted Purposes, so long as the Receiving Party informs its Representatives that the Confidential Information is confidential and subject to the terms hereof (it being agreed that the Receiving Party will be responsible for any failure by any of its Representatives to comply with this Section 12 insofar as it relates to Representatives); (ii) to the extent that the Disclosing Party so consents in writing; or (iii) in accordance with Section 12(d); *provided, however*, that, with respect to Confidential Information that constitutes Personally Identifiable Data (as defined below) related to subscribers of the Disclosing Party, the Receiving Party shall not access, disclose or use, and shall not permit its Subsidiaries and its and their Representatives to access, disclose or use, such Confidential Information except as necessary in connection with the performance of its obligations under this Agreement or as expressly permitted by such party in writing. For purposes hereof, **“Personally Identifiable Data”** means individually identifiable information from or about an individual person, including a first and last name; a home or other physical address; an email address or other online contact information; a telephone number; a Social Security number; a driver's license number; financial information, including a bank, loan, or credit card account number; and a persistent identifier, such as a customer number held in a “cookie” or processor serial number, that is combined with other available data that identifies an individual consumer. “Personally Identifiable Data” also includes personnel and consumer credit information and any other information about an individual person which is combined with, associated with, or linked to any of the foregoing information, including customer lists, mailing lists, telemarketing lists, e-mail telemarketing lists, customer or prospective customer databases, credit reports, promotion history and all data that exists within the Disclosing Party’s or its Subsidiaries’ databases.

(c) Notwithstanding the foregoing, the Receiving Party will maintain all of the Disclosing Party’s cable subscriber information that is subject to the requirements of 47 U.S.C. § 551, customer proprietary network information, as such term is defined in 47 U.S.C. § 222(h)(1) (**“CPNI”**) and Personally Identifiable Data (collectively **“Subscriber Information”**) as confidential and will not use such Subscriber Information for any purpose other than the provision of the Transition Services. Any collection, maintenance, or use of by a party of the other party’s Subscriber Information will be undertaken (i) subject to the then current documented subscriber information collection business practices and written customer privacy policies of Providers; (ii) in all cases, in compliance with all applicable local, state and federal laws, rules and regulations governing Providers’ collection, maintenance, transmission, dissemination, use and destruction of its own similar information, including (A) the provisions of 47 U.S.C. § 551, *et seq.*, (B) any state and federal security breach notification laws, (C) any state and federal law requiring the protection of Personally Identifiable Data, and (D) the rules, regulations and directives of the Federal Communications Commission (the **“FCC”**) and

the Federal Trade Commission, as amended from time to time; and (iii) in compliance with PCI DSS v3.0. Providers will provide the corresponding “attestation of compliance” or “report on compliance” associated with their PCI compliance to Recipients. Each party will retain the other party’s Subscriber Information only for so long as is reasonably necessary to complete the purposes for which the Subscriber Information has been disclosed, unless otherwise specified by a mutual written agreement of the parties. Each party will use commercially reasonable efforts to segregate the Subscriber Information of the other party from its own records. Thereafter, the Receiving Party will, at the Disclosing Party’s election, permanently destroy or return any such segregated Subscriber Information with a certification signed by an officer of the Receiving Party that all such segregated Subscriber Information has been destroyed or returned. Providers are hereby designated as a limited agent for Recipients for the sole purpose of abiding by the FCC’s CPNI rules (47 U.S.C. § 222; 47 CFR § 64.2001, *et seq.*).

(d) In the event that the Receiving Party or any of its Representatives or their respective Affiliates is required or requested to disclose any Confidential Information in connection with a judicial or administrative proceeding (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigation demand or similar process) or pursuant to any Applicable Law or the rules of any national stock exchange, the Receiving Party will, to the extent legally permissible, provide the Disclosing Party with prompt and prior notice of such requirement(s). The Receiving Party also agrees, to the extent legally permissible, to provide the Disclosing Party, in advance of any such disclosure, with a list of Confidential Information that the Receiving Party or its Representative intends to disclose (and, if applicable, the text of the disclosure language itself) and to cooperate with the Disclosing Party to the extent the Disclosing Party may seek to limit such disclosure, including, if requested, taking all reasonable steps to resist or avoid any such judicial or administrative proceedings referred to above, in each case at the Disclosing Party’s cost and expense. If, and to the extent, in the absence of a protective order or the receipt of a waiver from the Disclosing Party after a request in writing therefor is made by the Receiving Party (such request to be made as soon as practicable to allow the Disclosing Party a reasonable amount of time to respond thereto), the Receiving Party or any of its Representatives or their respective Affiliates are legally required or requested (or required under the rules of any national stock exchange) as advised by counsel to disclose the Confidential Information, the Receiving Party or any of its Representatives or their respective Affiliates will limit such disclosure to that which is so required or requested and, to the extent available, will use commercially reasonable efforts, at the request and expense of the Disclosing Party, to cooperate with those efforts of the Disclosing Party to obtain confidential treatment of such disclosure, and thereafter may disclose such information without liability hereunder; provided that neither the Receiving Party nor any of its Representatives shall be permitted to disclose any Confidential Information pursuant to this Section 12(d) if such disclosure requirement arises as a result of any breach of this Section 12(d).

(e) Notwithstanding anything herein to the contrary, the obligations of the Comcast Group Members to keep Confidential Information confidential shall not be deemed to be breached by any disclosure by NBCUniversal Media, LLC or any other of Comcast’s Affiliates in the ordinary course of their business of disseminating news and

information; *provided* that the individuals involved in such dissemination received such Confidential Information from a source other than the personnel of Comcast or its Representatives involved in the transactions contemplated hereby.

(f) The Intangible Equipment (as defined below) used by Providers or any Subcontractor or Vendor to perform the Transition Services is confidential and proprietary to Providers or such Subcontractor or Vendor, as applicable, and Recipients shall, and shall cause their Representatives to, treat such Intangible Equipment as confidential and proprietary to Providers and/or the Subcontractor or Vendor, as applicable. Recipients' Intangible Equipment accessed or used by Providers or any Subcontractor or Vendor in performing the Transition Services is confidential and proprietary to Recipients, and Providers shall, and shall cause their Representatives to, treat such Intangible Equipment as confidential and proprietary to Recipients.

(g) Except as required by Applicable Law or as otherwise contemplated in this Section 12 (including with respect to communications with Subcontractors, Vendors or other third parties involved in the performance of Transition Services), neither SpinCo nor Comcast shall, and each shall cause its Group Members and Representatives not to, make any public announcements or otherwise communicate with any news media or other third parties with respect to the terms of this Agreement or the Transition Services contemplated hereby without the prior written approval of the other party hereto.

(h) Upon the termination of any Transition Services or portion thereof, the Receiving Party shall, and shall cause its respective Representatives to, (i) cease using the Disclosing Party's Confidential Information applicable to such Transition Services or portion thereof (except to the extent applicable to a continuing Transition Service or, in the case of Comcast as the Receiving Party, to the operation of the Retained Assets) (any such Confidential Information described in this clause (i), "**Applicable Confidential Information**") and (ii) to promptly deliver to the Disclosing Party or destroy, at the election of the Receiving Party, that portion of all materials that contain Applicable Confidential Information, including any notes relating thereto, without retaining any copy thereof, including, to the extent practicable, expunging all such Applicable Confidential Information from any computer, word processor or other device containing such information. A senior executive officer of the Receiving Party will certify to the Disclosing Party that all such material has been so delivered or destroyed. Notwithstanding the foregoing, the Receiving Party and its Representatives may retain copies of Applicable Confidential Information (in electronic or paper form) (x) contained in an automatic archived computer system backup to the extent such copies are not readily available to end users and cannot readily be expunged from such computer system backup (*i.e.*, if doing so would entail more than a de minimis level of effort) or (y) to the extent that such retention is required to demonstrate compliance with Applicable Law or professional standards, or to comply with the Receiving Party's bona fide document retention policy; *provided, however*, that any such information so retained shall be held in compliance with the terms of this Agreement for so long as such Applicable Confidential Information is retained and notwithstanding the termination of this Agreement. Any and all duties and obligations with respect to Confidential Information existing under this Section 12 shall remain in full force and effect, notwithstanding the delivery or

destruction of Applicable Confidential Information required by this Section 12(h). Without limiting the generality of the foregoing, Recipients, upon the termination of any Transition Services or portion thereof, shall, and shall cause their Representatives to, (I) cease using any and all Providers' Equipment provided to Recipients in connection with such Transition Services or portion thereof (to the extent not utilized in the provision of any continuing Transition Services) and (II) no later than 15 days following such termination, return such Providers' Equipment to Provider. The foregoing provisions of this Section 12(h) shall not apply to customer records or data applicable solely to the SpinCo Systems created in the provision of the Transition Services, which shall belong to Recipients.

Section 13. *Title to Equipment; Management and Control.* Recipients acknowledge and agree that: (a) all software, hardware, data, associated maintenance and support, procedures, methods, systems, strategies, tools, and related Intellectual Property Rights, documentation or other intangible resources ("**Intangible Equipment**") and equipment, facilities or other tangible resources ("**Fixed Equipment**") used in connection with the provision of the Transition Services (collectively, the "**Equipment**") that is used or furnished by Providers or any Subcontractor or Vendor and that is not part of the SpinCo Systems shall remain the property of Providers or such Subcontractor or Vendor, as applicable, and shall at all times be under the sole direction and control of Providers or such Subcontractor or Vendor, including Equipment that is acquired to support the Transition Services that would not otherwise have been required absent this Agreement; (b) all Equipment of Providers or any Subcontractor or Vendor and related materials furnished in connection with the Transition Services hereunder are, with respect to Recipients, for the internal use of the SpinCo Systems during the Term only and shall be used by Recipients solely in connection with the Transition Services and the provision of related services to customers of the SpinCo Systems and the operation of the SpinCo Systems, and for no other purpose; (c) Recipients shall not copy, modify, reverse engineer, decompile, disable, damage, erase, disrupt, impair or in any way alter any such Equipment or introduce any virus or similar computer software routine, in each case, without Providers' express prior written consent; (d) management of, and control over, the provision of the Transition Services (including the determination or designation at any time of the Equipment, employees and other resources of Providers or any Subcontractor or Vendor to be used in connection with the provision of the Transition Services) shall reside solely with Providers; and (e) Recipients shall comply with any and all Applicable Law and all rules, regulations, policies and procedures of Providers with respect to access and use of such Equipment. Without limiting the generality of the foregoing, all labor matters relating to any employees of Providers after the Spin-Off Date shall be within the exclusive control of Providers, and Recipients shall take no action affecting such matters, except that Recipients may request removal of any employees of Providers whom Recipients, in good faith, determine is unqualified or not suitable to perform the Transition Services, which request will be considered in good faith by Providers.

Section 14. *Exculpation; Disclaimer of Warranties; Indemnification.* (a) Except as expressly provided in Section 14(c), Providers, their Subsidiaries and Subcontractors and their respective directors, officers, employees, Affiliates and Representatives (each, a

“Provider Indemnified Party”) shall not have any liability whatsoever, whether in contract, tort (including negligence) or otherwise, to Recipients, their Subsidiaries and their respective Representatives (each, a **“Recipient Indemnified Party”**) for or in connection with any Transition Services rendered or to be rendered by any Provider Indemnified Party or Vendor pursuant to this Agreement or any acts or omissions of any Provider Indemnified Party or Vendor in connection with this Agreement or the Transition Services.

(b) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE TRANSITION SERVICES TO BE PROVIDED HEREUNDER ARE FURNISHED AS IS, WHERE IS, AND WITH ALL FAULTS AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY OF TITLE, QUALITY, LEGALITY, NON-INFRINGEMENT OR MISAPPROPRIATION, MERCHANTABILITY OR FITNESS, ADEQUACY OR SUITABILITY FOR ANY PARTICULAR PURPOSE OR USE, AND PROVIDERS EXPRESSLY DISCLAIM, AND RECIPIENTS WAIVE, ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR DEMAND, IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, WITH RESPECT TO THE TRANSITION SERVICES OR OTHERWISE PURSUANT TO THIS AGREEMENT.

(c) Providers shall indemnify, defend and hold harmless each Recipient Indemnified Party from and against any and all Losses incurred or suffered by such Recipient Indemnified Party arising out of or in connection with (i) any material breach of this Agreement by any Provider Indemnified Party; or (ii) any gross negligence, willful misconduct, or material violation of any applicable law by any Provider Indemnified Party in connection with this Agreement; *provided, however*, that, except in the case of Losses resulting from the gross negligence, willful misconduct, or material violation of any applicable law by any Provider Indemnified Party, the total liability of Providers pursuant to this Section 14(c) shall not exceed, in the aggregate, the total amount actually paid and payable to Providers by Recipients pursuant to Section 8 hereof through the date on which such indemnity is made.

(d) Recipients shall indemnify, defend and hold harmless each Provider Indemnified Party from and against any and all Losses incurred or suffered by such Provider Indemnified Party arising out of or in connection with this Agreement or the ownership or operation of the SpinCo Systems, including (i) any material breach of this Agreement by any Recipient Indemnified Party; (ii) any gross negligence, willful misconduct or material violation of any applicable law by any Recipient Indemnified Party in connection with this Agreement; and (iii) the provision of the Transition Services by any Provider Indemnified Party; *provided, however*, that Recipients shall not be obligated to indemnify any Provider Indemnified Party for any Losses incurred or suffered by such Provider Indemnified Party to the extent resulting from (A) any material breach of this Agreement by any Provider Indemnified Party, or (B) gross negligence, willful misconduct, or material violation of any applicable law by any Provider Indemnified Party in connection with this Agreement.

(e) The provisions set forth in Sections 8.5 – 8.7 of the Separation Agreement¹ shall apply to any indemnification claim pursuant to this Section 14 and are hereby incorporated by reference into and deemed a part of this Agreement, *mutatis mutandis*.

(f) Providers and Recipients acknowledge and agree that (i) the indemnification provisions of this Section 14 and (ii) the provisions of Section 29 shall, in the absence of fraud, be the sole and exclusive remedies of the Provider Indemnified Parties and the Recipient Indemnified Parties, respectively, for any breach of this Agreement and for any failure to perform or comply with any covenants or agreements contained herein. In furtherance of the foregoing, each party hereto hereby waives, on behalf of itself and its Subsidiaries, from and after the date hereof, any and all rights, claims and causes of action it may have against the other parties hereto arising under or based upon any Applicable Law or otherwise for any breach of this Agreement and for any failure to perform or comply with any covenants or agreements contained herein, except pursuant to (i) the indemnification provisions set forth in this Section 14 and (ii) the provisions of Section 29.

Section 15. *Availability of Vendors, Employees and Other Assets.* (a) Providers' obligation to provide any Transition Service shall be subject to the continued availability of Vendors and related Vendor contracts and the continued availability of other applicable assets and plans used in the performance of the Transition Services. Without limiting Providers' obligations hereunder, in providing the Transition Services, Providers shall not be obligated to (i) hire any additional employees or engage any additional Vendors; (ii) maintain the employment of any specific employee; (iii) purchase, lease or license any additional Equipment unless Recipients agree to pay all incremental costs with respect thereto; or (iv) maintain any employee benefit plan or arrangement.

(b) Comcast shall be required to provide the Transition Services only in the SpinCo Footprint served by the SpinCo Systems immediately before the Spin-Off Date, and the Transition Services provided hereunder shall be available solely for purposes of operating the SpinCo Systems in the manner required under this Agreement.

Section 16. *Force Majeure.* Providers shall not be liable to Recipients for failure to perform any obligations hereunder during any period in which such performance is delayed by circumstances beyond their reasonable control, including acts of God, fire, flood, war, terrorism, trade embargo or sanctions, riot, or the act or omission of any Governmental Authority. Providers shall promptly advise Recipients of any such delay in performance and shall use commercially reasonable efforts promptly to remove the cause of delay. If two days after commencement of such delay, Providers are unable to provide a Transition Service pursuant to the preceding sentence, the parties shall cooperate pursuant to this Agreement, to the extent commercially reasonable, to determine the best alternative approach; *provided* that Recipients shall bear any incremental cost of

¹ **Note to Draft:** Indemnification claim procedures, determination of indemnification amounts and related matters.

providing or procuring such alternative that would not have been incurred absent such alternative approach.

Section 17. *Insurance.* Each party shall obtain and maintain employer's liability, worker's compensation, property damage, general liability and such other insurance containing provisions and in the amounts reasonably necessary for the purposes of this Agreement.

Section 18. *Taxes.* All sales, use and other taxes, levies and charges (other than taxes based upon employment, net income or net profits) imposed by applicable taxing authorities or by any regulatory body on the provision of the Transition Services shall be borne by Recipients (including any tax which Recipients are required to withhold or deduct from payments to Providers, in which case the payments to Providers shall be grossed up accordingly). If Providers are required to collect or pay over any such taxes, levies or charges in connection with the provision of such Transition Services, Providers will separately identify such taxes, levies or charges on the invoice and provide such other information with respect thereto as Recipients may reasonably request, and Recipients shall promptly reimburse Providers therefor. The payments set forth in this Agreement for the Transition Services do not include any such taxes, levies or charges.

Section 19. *Transition Managers.* (a) Comcast shall appoint a manager or managers who will have the ability to bind members of the Comcast Group (in their capacity as Providers hereunder) and will have primary responsibility for representing the Comcast Group in connection with transition matters (the "**Comcast Transition Manager**"), including with respect to:

- (i) providing and, notwithstanding Section 20, receiving notices under this Agreement that relate to the actual provision of the Transition Services (provided that any notices relating to a breach or alleged breach of this Agreement must be sent in accordance with Section 20) or otherwise communicating with the SpinCo Transition Manager;
- (ii) suggesting overall direction, goals and coordination of the Transition Services;
- (iii) day-to-day management of the provision and receipt of the Transition Services, including assisting in resolution of technical issues;
- (iv) final approval of any changes or other decisions that will significantly affect provision of the Transition Services;
- (v) responding to any request or instruction made by or on behalf of the SpinCo Group in connection with the performance of the Transition Services; and
- (vi) mutually developing any Joint Migration Plan with SpinCo.

(b) SpinCo shall appoint a manager or managers who will have the ability to bind members of the SpinCo Group (in their capacity as Recipients hereunder) and will have primary responsibility for representing the SpinCo Group in connection with transition matters (the “**SpinCo Transition Manager**”), including with respect to:

(i) providing and, notwithstanding Section 20, receiving notices under this Agreement that relate to the actual provision of the Transition Services (provided that any notices relating to a breach or alleged breach of this Agreement must be sent in accordance with Section 20) or otherwise communicating with the Comcast Transition Manager;

(ii) suggesting overall direction, goals and coordination of the Transition Services;

(iii) day-to-day management of the provision and receipt of the Transition Services, including assisting in the resolution of technical issues;

(iv) final approval of any changes or other decisions that will significantly affect receipt of the Transition Services;

(v) responding to any request or instruction made by or on behalf of the Comcast Group in connection with the performance of the Transition Services; and

(vii) mutually developing any Joint Migration Plan with Comcast.

(c) The provisions of this Section 19 are intended to facilitate the transition by authorizing the parties to rely on the actions and instructions of the designated Comcast Transition Managers and SpinCo Transition Managers, but are not intended to preclude the involvement of other individuals in connection with transition matters or other matters under this Agreement.

Section 20. *Notices.* Any notice, request or other communication to be given by any party hereunder shall be in writing and shall be delivered (i) personally, (ii) by registered or certified mail, return receipt requested, postage prepaid, (iii) by overnight courier with written confirmation of delivery, (iv) by facsimile transmission with telephonic confirmation of error-free transmission, or (v) by electronic mail. Such notice shall be delivered,

If to Comcast to:

Comcast Corporation
One Comcast Center
1701 John F. Kennedy Boulevard
Philadelphia, PA 19103
Attn: Arthur A. Block
Facsimile: (215) 981-7794
E-mail: art_block@comcast.com

with a copy to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Attn: David L. Caplan
William J. Chudd
Facsimile: (212) 701-5800
E-mail: david.caplan@davispolk.com
william.chudd@davispolk.com

If to SpinCo to:

Midwest Cable, Inc.
[Address]
[Address]
Attn: Leonard Baxt
Facsimile: [facsimile number]
Email: leonard_baxt@comcast.com

with a copy to:

Cooley LLP
1299 Pennsylvania Avenue, NW
Suite 700
Attn: J. Kevin Mills
Facsimile: (202) 842-7899
Email: kmills@cooley.com

or to such other address or facsimile number as such party may hereafter specify for the purpose by notice to the other party. Any notice shall be deemed given when so delivered personally or if sent by facsimile transmission, immediately after transmission confirmed by telephone, if mailed, on the date shown on the receipt therefor, or if sent by overnight courier, on the date shown on the written confirmation, *provided, however*, that all such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. on a Business Day in the place of receipt, and if not delivered by such time any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day in the place of receipt.

Section 21. *Amendments; No Waivers.* (a) Any provision of this Agreement may be amended or waived if, but only if, (i) such amendment or waiver is in writing and is signed, in the case of an amendment, by each party hereto or, in the case of a waiver, by the party against whom the waiver is to be effective, and (ii) prior to the Spin-Off Time, Charter Communications, Inc. has consented in writing to such amendment or waiver. In addition, prior to the Spin-Off Time, Comcast and SpinCo shall not establish a Joint

Migration Plan with respect to any Transition Service without the written consent of Charter Communications, Inc.

(b) No failure or delay by either party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 22. *Binding Effect.* The provisions of this Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns; *provided, however*, that neither party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party, except that (i) a party may assign its rights and obligations under this Agreement to any of its Group Members and (ii) Providers may engage Subcontractors as provided in Section 7(a), in each case without obtaining the other party's consent; *provided, further*, that no such assignment to a Group Member by any party or engagement of a Subcontractor by Providers shall relieve the assignor of its obligations hereunder. No assignment of this Agreement by any party or engagement of a Subcontractor by Providers shall in any way operate to enlarge, alter or change any rights or obligations of Recipients or Providers hereunder. If any party hereto or any of its successors or permitted assigns (x) shall consolidate with or merge into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (y) shall transfer all or substantially all of its properties and assets to any Person, then, and in each such case, proper provisions shall be made so that the successors and assigns of such Party shall assume all of the obligations of such Party under this Agreement.

Section 23. *Governing Law.* This Agreement shall be governed by and construed in accordance with the law of the State of Delaware, without regard to the conflicts of law rules of such state.

Section 24. *Jurisdiction.* The parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby (whether brought by any party hereto or any of its Affiliates or against any party hereto or any of its Affiliates) shall be brought in the Delaware Chancery Court or, if such court shall not have jurisdiction, any federal court located in the State of Delaware or other Delaware state court, and each of the parties hereto hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party hereto anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party hereto agrees that service of process on such party as provided pursuant to Section 20 shall be deemed effective service of process on such party.

Section 25. *Waiver of Jury Trial.* EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 26. *Counterparts; Effectiveness.* This Agreement may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement will become effective when each party will have received a counterpart hereof signed by the other party; *provided* that this Agreement shall have no effect until the Spin-Off Date, except for the obligations of the parties pursuant to Section 3(a) to mutually develop a Joint Migration Plan promptly following the date of this Agreement. Until and unless each party has received a counterpart hereof signed by the other party, this Agreement will have no effect and neither party will have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication). Electronic or facsimile signatures shall be deemed to be original signatures.

Section 27. *Entire Agreement; Third Party Beneficiaries.* This Agreement, together with the applicable provisions of the Separation Agreement and the other Transaction Agreements and the Schedules hereto and thereto and the Statements of Work constitute the entire agreement between the parties with respect to their subject matter and supersede all prior agreements and understandings, both oral and written, between the parties with respect to that subject matter. Except for the indemnification provisions of Section 14 and the rights of Charter Communications, Inc. under Section 21, no provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the parties hereto and their respective successors and permitted assigns.

Section 28. *Severability.* If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Upon such a determination, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 29. *Specific Performance.* Each party hereto acknowledges and agrees that damages for a breach or threatened breach of any of the provisions of this Agreement would be inadequate and irreparable harm would occur. In recognition of this fact, each party hereto agrees that, if there is a breach or threatened breach by such party, in addition to any damages, the other non-breaching party, without posting any bond, shall be entitled to seek equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction, attachment, or any other equitable remedy which may then be available to obligate the breaching party (i) to perform its

obligations under this Agreement or (ii) if the breaching party is unable, for whatever reason, to perform those obligations, to take any other actions as are necessary, advisable or appropriate to give the other party to this Agreement the economic effect which comes as close as possible to the performance of those obligations (including, but not limited to, transferring, or granting liens on, the assets of the breaching party to secure the performance by the breaching party of those obligations).

Section 30. *Performance.* Each party hereto shall cause to be performed all actions, agreements and obligations set forth herein to be performed by any of its Group Members.

Section 31. *Interpretation.* In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of its authorship of any of the provisions of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

MIDWEST CABLE, INC.

By: _____
Name:
Title:

COMCAST CORPORATION

By: _____
Name:
Title:

Schedule A
Transition Services

Schedule B

Designated Senior Officers

For Comcast:

Neil Smit or his senior most operations executive

For SpinCo:

Michael Willner or his senior most operations executive

Schedule C
Scheduled Marks

Schedule D

Domain Names

EXHIBIT C
[REDACTED]